The Solicitors' Journal
and Weekly Reporter.
(ESTABLISHED IN 1857.)
LONDON, FEBRUARY 13, 1915

ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:
£1 6s.; by Post, £1 8s.; Foreign, £1 10s. 4d.
HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

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# Current Topics.

### Civilians and Courts Martial.

WE PRINTED recently (*ante* p. 214) the text of Lord PARMOOR'S Bill for amending the Defence of the Realm Consolidation Act, 1914. The effect of the Bill, if passed, would be to restore to all persons in England who are not subject to military law within the meaning of the Army Act, 1881, the right to be tried by the ordinary civil courts for any offence under the Defence of the Realm Consolidation Act, 1914. At present a person charged with breach of the Defence of the Realm Regulations is tried, if the offence is of a minor nature, by a court of summary jurisdiction; if it is serious, by court martial, and in the latter case the sentence may be penal servitude for life, or if the offence is committed with the intention of assisting the enemy, it may be death. The debate on the second reading of the Bill took place on the 4th inst., and Lord PARMOOR sought to re-establish the principle, which he ascribed to the Great Charter, that a man is entitled to be tried by a jury of his peers. On the correctness of this as a matter of history there has since been an interesting correspondence in the *Times*, which we print elsewhere. But, history apart, there can be no doubt, we should think, of the propriety of maintaining for all criminal offences committed in this country the procedure of trial by the appropriate civil court. No one would impeach the good faith of a court martial, and, within limits, it may be a competent court; but, as Lord PARMOOR pointed out, it places upon soldiers duties for which they have not been trained, and trial by court martial should be strictly limited to (1) trial of persons who, under the Army Act, are subject to military law, and (2) trial when the ordinary courts are suspended by a state of actual warfare on the spot. It is not the least danger of a court martial that it passes sentence in secret, and the sentence, as we have seen, may be executed by death before its publication.

### Sub Protectione Domini Regis.

WE GATHER that Lord PARMOOR'S Bill is intended, as we have said above, to apply to all persons on British soil. Enemy aliens here are bound to be registered and to comply with the statutory

provisions applicable to them. Having done so, they are, in the words of the Lord Chief Justice, spoken with the authority of the full Court of Appeal, *sub protectione domini regis*, and though we do not profess to state the exact legal interpretation of these words, we should imagine that they give the ordinary right of personal safety and liberty, and negative the whole policy of internment in concentration camps. This policy, both here and in Germany, has led to much suffering of innocent persons, and it is to be regretted that by mutual arrangement it could not have been dropped. Of course, in the present state of public feeling, our doubts as to the legal justification of internment and as to the powers of the War Office to interfere as regards enemy aliens may not be very material. The necessary powers could be given by statute, or the present exercise of assumed powers condoned by statute after the war. We should prefer to see Lord PARMOOR'S Bill adopted. In fact, however, it seems that his Bill will be withdrawn, and a less extensive measure brought in by the Government. Whatever the result in the House of Lords, it may be hoped that on this subject the House of Commons will not repeat the attitude of quiet acceptance with which it was content when the Defence of the Realm Acts were passed. It is now clear that these, which were the work of Government draftsmen and never received proper criticism, carried the powers of courts martial much too far.

## Married Women and Bankruptcy.

WE NOTICED last week the decision of the Divisional Court (HORRIDGE and ROWLATT, JJ.) on the liability to bankruptcy of a married woman who has ceased actively to carry on a business, but has not wound up the affairs of the business before the petition. We did not know that the case was then on the point of coming before the Court of Appeal, but it was decided there on Monday, and it appears from the report, which we give on another page, that the judgment of ROWLATT, J., which we suggested was right, has been adopted in preference to that of HORRIDGE, J. It is admitted that, on the authority of *Re Dagnall* (1896, 2 Q. B. 407)—to which Lord COZENS-HARDY, M.R., added the earlier case of *Rawlinson* v. *Pearson* (5 B. and Ald. 124)—the ceasing to carry on the business actively is not a cessation of trading within the meaning of the bankruptcy law; but HORRIDGE, J., distinguished *Re Dagnall* on the ground that the woman was single at the time of actual trading, but was married at the date of the petition. This change of status had, however, no effect on the question whether at the date of the petition she was carrying on trade. At that date there were assets to be got in and, of course, debts to be paid, and since the business was then continuing, she was liable to the bankruptcy law.

## The German Blockade Decree.

IT IS natural that the use of mines and submarines should have raised new problems in the practice of war at sea, and the announcement of the German Government that it proposes to establish a blockade of the British Isles is perhaps the most important development which has taken place so far. The full text of the Memorandum explaining this measure was issued from Berlin on the 8th inst, and is printed in the *Times* of the following day. It commences by charging Great Britain with having carried on a mercantile warfare against Germany in a way that defies all the principles of international law. In particular she is said to have added to the contraband list articles which are not, or are at most only indirectly, useful for military purposes; and to have actually abolished the distinction between absolute and conditional contraband by subjecting "to capture all articles of conditional contraband intended for Germany without any reference to the harbour in which they are to be unloaded or to the hostile or peaceful use to which they are to be put; and she has taken from neutral ships numerous Germans liable to military service and has made them prisoners of war. Finally she has declared the entire North Sea to be an area of war, and if she has not made impossible the passage of neutral shipping through the sea between Scotland and Norway, she has rendered it so difficult and dangerous that she has [effected] a blockade of neutral coasts and ports in violation of all international law." It is complained that "these measures have the obvious purpose, through the illegal paralyzation of legitimate neutral commerce, not only to strike at the German military strength, but also at the economic life of Germany, and finally, through starvation, doom the entire population of Germany to destruction." There is the charge also against the neutral Powers that they have either aided or acquiesced in the action of Great Britain, and that they admit that it is justified because the vital interests of the British Empire are at stake. Germany also appeals to the same vital interests and proposes to take retaliatory measures against England. "Just as England has designated the area between Scotland and Norway as an area of war, so Germany now declares all the waters surrounding Great Britain and Ireland, including the entire English Channel, as an area of war."

## Germany and Contraband.

SUCH ARE the charges made by the German Government and such the text of the Decree. As to the method of enforcement, it announces that, beginning from 18th February, it will endeavour to destroy every enemy merchant ship that is found in the area of war without its being always possible to avert the peril that this threatens to persons and cargoes. Neutrals are therefore warned against further entrusting crews, passengers, and wares to such ships. Then follows advice to neutrals to avoid entering the specified area inasmuch as, "in view of the misuse of neutral flags ordered by the British Government and the contingencies of naval warfare, their becoming victims of an attack directed against enemy ships cannot always be averted." At the same time it is specially noted that shipping north of the Shetland Islands, in the eastern area of the North Sea, and in a strip of at least 30 sea miles in width along the Netherland coasts is not in peril. Apart from the serious danger to Great Britain and her merchant shipping, and also to neutral shipping, which is threatened by this decree, the memorandum is a reasoned statement which of course requires consideration. The charges, it will be seen, relate to the British lists of contraband, to the seizure of German reservists in neutral ships, and to the declaration of the North Sea as an area of war. In every war the declaration of lists of contraband creates difficulty. It is, no doubt, inconvenient for the lists to be changed from time to time as has been done in the present war by Great Britain; but this is really due to the gradual appreciation of the various articles which are required by Germany for military purposes. We doubt whether any article has been included which is not, in fact, of this nature; and no doubt experience in the war has shewn that the contraband lists of the Declaration of London were not sufficiently elastic. But food and clothing remain in the conditional list, and are free for any neutral to consign to Germany if they are not destined for the Government or the military or naval forces. The British Government has not, we believe, disputed this, though the state of things in the North Sea may very well have made it difficult in practice for neutral ships to get through to German ports.

## Strategic Areas.

THE QUESTION of supplies is intimately involved in the third of the German charges—the establishment of a war area in the North Sea, with the practical effect of a blockade of neutral as well as of German ports; a blockade, that is, by mines. This is a question which has now come to the front for the first time, and no guidance is to be obtained from existing rules, and very little, we imagine, from principle. It is admitted that there is no blockade of any German port or of German coast line—for blockade, as happened in the American Civil War, may extend over a long stretch of coast—in the old sense; and the rule of the Declaration of Paris does not appear to be applicable. "Blockade to be obligatory must be effective; that is, maintained by a force sufficient really to stop access to the shore of the enemy." The place of blockade has been taken by the laying of mines and the declaration of strategic areas, and we must wait for the evolution of the rules which are to govern this new state of affairs. The mine-laying was commenced by Germany;

the declaration of a strategic area and the laying of mines in it was the reply of Great Britain. Now comes the declaration of Germany of all British waters as a strategic area, with the further menace of the destruction of commercial shipping, British and neutral, by submarines.

## Blockade by Submarines.

IN PRINCIPLE the menace of the submarine does not seem to be different from the menace of mines. When once a strategic area has been declared it does not much matter to a merchant ship which enters it whether it is sunk by a mine or by a torpedo from a submarine. No doubt the belligerent ought to visit and search the ship before she is either captured or destroyed, and this it is intimated the submarine will not do; and certainly the mine does nothing of the kind. The only safe conclusion is that the use of mines and submarines has revolutionized the practice of maritime war, and the new situation ought to be regulated by new rules. But it is obvious that we are getting into a position where all rules vanish, a position which, it was pointed out in the *Times* of the 6th inst., was foretold by the late Prof. WESTLAKE in his evidence in 1903 before the Royal Commission on the Supply of Food in Time of War. After referring to a probable attempt to blockade the whole coast of the British Isles, notwithstanding the interference with neutral rights, he observed that in a serious war—a war involving a great political convulsion—the rules of international law could not be relied on. As to the charge of Germany—that we are attempting to starve her whole population—that is not relevant unless Great Britain is using improper means; and should there be, in fact, pressure on the civil population, it will be the result of the initial use by Germany of mines on the open sea and of her Government assuming control of foodstuffs. The pressure would be due to Germany herself. As regards the removal of enemy reservists from neutral ships, the measure was adopted, as stated in the Foreign Office notice of 1st November (*ante*, p. 47), in consequence of the action of the German forces in Belgium and France in removing, as prisoners of war, persons liable to military service. The present stringency of the war, and indeed the war itself, is directly attributable to the wanton crimes of Germany towards Belgium and France, but of this the Berlin memorandum takes no notice. The immediate point of interest in the next few weeks will be the attitude of neutrals to the interference with their shipping, and the efficacy of the well-recognised ruse of avoiding attack by the use of a neutral flag.

## Communications with the Enemy.

WE PRINT elsewhere an interesting letter from Mr. RICHARD KING as to the legality of communication with individual members of a belligerent State. As to two of his conclusions there can be no doubt: communications with respect to military matters are put out of the question both from motives of ordinary patriotism and by the Defence of the Realm Regulations. As to business communications, these are forbidden by the Trading with the Enemy Proclamations, and it is unnecessary to refer to the common law. Doubtless that also would forbid them, though, for practical purposes, it is necessary to have specific regulations such as those contained in the Proclamations; and of course the offence committed by a breach of the regulations may be either merely technical or may be substantial. In *R.* v. *Kupfer* (*Times*, 10th inst.) a payment made by a British subject to a Dutch house had the effect of relieving British subjects trading and resident in Germany from a liability. ROWLATT, J., held that an offence had been committed and imposed a sentence of one month's imprisonment. This the Court of Appeal affirmed. In effect there was a payment for the benefit of an "enemy," but the sentence shows that the offence was regarded as little more than technical. When we come to communications neither of a military nor business nature, but purely social, it is possible that the common law might still be called in aid to show that they are prohibited. But any such doctrine should, of course, be obsolete, and, apart from communications between friends and relations, we can easily conceive of communications between individuals and societies in the belligerent countries being of great utility for the re-establishment of peace.

## The Moratorium and Bank Overdrafts.

OUR ATTENTION is called by Messrs. WINGFIELD, BLEW, & KENWARD, in a letter which we print elsewhere, to the case of *Allen* v. *London County and Westminster Bank* (*Times*, 5th inst.) and to the decision of COLERIDGE, J., as to the effect of the Moratorium on banking accounts. Our correspondents obtained from us on a former occasion (58 SOLICITORS' JOURNAL, p. 863) the statement that where, on 4th August, a customer had an overdraft, and afterwards made a payment in without saying it was not to go to the credit of the overdraft, the bank was entitled to place it to such credit—that is, to apply it in reduction of the overdraft. Since then Messrs. WINGFIELD, BLEW, & KENWARD have taken the point into court and have shewn that we were wrong. The Moratorium Proclamation, says Mr. Justice COLERIDGE, provided that contract debts due before 4th August should be deemed to be due and payable on 4th September. Hence, says the learned judge, if a customer's account was overdrawn on 4th August, the debit amount ceased to be due then, and was not due again till 4th September. Consequently if the customer paid in an amount in the interval, he was entitled to draw against the amount so paid in. We need not concern ourselves with the exact dates in the particular case. Ordinarily it may be that a creditor who receives money from his debtor before the debt is payable cannot retain it in payment of the debt, and we should not without further consideration throw doubt upon Lord COLERIDGE'S decision. But having regard to the express provision that the Moratorium was not to prevent payment of debts, might not the bank fairly assume that a customer, who paid in money without stating his intention of taking advantage of the Moratorium, paid it in satisfaction of his debt, even though the bank gave formal notice claiming its benefit? This provision, indeed, seems to recognize that the debt is existent and payable all the time, although no doubt it could not be enforced during the postponement. We are by no means sure that the learned judge's decision covered all the aspects of the case.

## Delay in the Enforcement of Just Claims.

LORD BLACKBURN, in the case of *Fowkes* v. *Beer* (9 App. Cas. 605), discusses the law according to which an agreement between judgment debtor and creditor that, in consideration of the debtor paying down part of the judgment debt and costs, and on condition of his paying to the creditor the residue by instalments, the creditor will not take any proceedings on the judgment, is *nudum pactum* and inoperative, and observes (p. 618):—"Strangely enough it seems long to have been thought that, if the defendant kept within reasonable bounds, neither he nor his lawyers were to blame in getting time by a sham plea that a chattel was given and accepted in satisfaction of the debt. The recognised forms were giving and accepting in satisfaction a beaver hat, or a pipe of wine. All this is now antiquated . . . No one for a moment supposed that a beaver hat was really given and accepted, but every one knew that the law was that, if it was really given and accepted, it was a good satisfaction." But though this shews that pleading had become antiquated, it may be remembered that the Common Law Procedure Act of 1852 did nothing to prevent frivolous or vexatious defences being set up and persisted in against a just claim, merely for the sake of delay. A defendant might still enter an appearance in any action against him, and plead non-liability, thus compelling the plaintiff to proceed in the ordinary course to trial, verdict, judgment and execution. The first step in an amendment of this law was taken by the Bills of Exchange Act, 1855, which made the holders of bills a privileged class of creditors. This was followed, after a long interval, by order 14 of the Judicature Rules, which confers on creditors, where it appears that there is no *bonâ fide* defence to their claims, the right to obtain summary judgment without trial. It is unnecessary to refer to the recent legislation with regard to the postponement of payments and the deferring of execution and judgments, as it is obviously of a transitory character.

### Sole Creditor and Committee of Inspection.

WITH REFERENCE to our report of *Re Geiger* which appeared last week (*ante*, p. 250), we are informed that the Board of Trade never took the view that a sole creditor could constitute a committee of inspection, but that a sole creditor can, in view of section 89 of the Bankruptcy Act, 1883, give sanction to any matter which, under section 57, requires the sanction of the committee of inspection.

## Judge and Jury in Money-lending Cases.

PERHAPS the average practitioner may be excused if he feels some surprise that any English judges have ever been found to hold that the functions of a jury include the decision of two points which may arise under the Money-lenders Act, 1900, namely, as to whether "interest is excessive" and a transaction "harsh or unconscionable." No doubt these matters are inferences of fact; no doubt they bear a certain superficial resemblance to the inference of "reasonable and probable cause," or its absence in actions for malicious prosecution; but the wording of the statute itself seems to make it quite clear that in this particular Act, at any rate, the decision of such questions is one for the judge alone. Yet in two cases an opposite view was taken by common law judges: by Mr. Justice BUCKNILL in *Burton* v. *Companies Registration Agency* (1906, 23 T. L. R. 151), and by Mr. Justice RIDLEY in *Samuel* v. *Pagolt* (1909, 23 T. L. R. 622). It was not until last year when the Divisional Court decided *Abrahams* v. *Dimmock* (1914, 2 K. B. 372), a decision since upheld by the Court of Appeal (*ante*, p. 188), that the contrary view was clearly established in England; although seven years ago the same view was decidedly taken by the Irish Court of Appeal in *Wells* v. *Holland* (41 Ir. L. T. R. 217). The point is one of some interest in the interpretation of a curiously drafted statute, and is worth while elucidating at some little length.

Now the material words in the Money-lenders Act, 1900, which govern the situation occur in the very first sub-section of the first section. "Where proceedings are taken in any court by a money-lender for the recovery of any money lent. . . and there is evidence which *satisfies the court* that the interest charged . . . is excessive, or that the amounts charged for expenses, inquiries, fines, bonus, premium, renewals, or any other charges are excessive; and that, in either case, the transaction is hard and unconscionable *or is otherwise such that a court of equity would give relief*, the court may re-open the transaction and take an account," &c. Now, a careful examination of these words shews at once that "the court" has three very different functions conferred upon it by the sub-section. First of all, it has to be "satisfied" that the interest or charges are excessive; secondly, it has to be satisfied, in addition, that the transaction is either unconscionable, or otherwise the subject of relief *in a court of equity*; lastly, it has to "re-open" the transaction and take an account. What is meant by the "court" in these different cases?

It is possible to contend that the "court" has a different meaning in each different case; that it means the "jury" in the first or second or both, but the "judge" in the last of the three, namely, as regards "re-opening" the transaction and taking an "account." But this interpretation seems obviously rather strained. The words certainly seem to contemplate one and the same judicial entity determining all of the various classes of questions which may come before it. If Parliament meant that when a jury had been satisfied that the interest was excessive and the transaction unconscionable the judge was to re-open the transaction and take an account, it seems incredible that it should not have said so in plain terms. But, indeed, all the three functions have a certain similarity to one another; they all suggest the exercise of judicial discretion; and it is not really arguable that the court means one thing in the first two cases, but another thing in the latter of the three.

But a bolder view may be suggested; it may be argued that the jury is to exercise all the functions in the sub-section, including even the taking of an account. Now such a view is quite intelligible when the question is merely that of the excessiveness of interest or charges; here a jury's knowledge of business may well assist in forming an inference on such commercial matters. But then the court has also to be satisfied that the transaction is "unconscionable," or otherwise such that a court of equity would give relief. Can we imagine a jury exercising the discretion of a Chancery judge, or being intended by the Legislature to do so. Again, the court has to "take an account," peculiarly an incident of equity machinery. It has also to "adjudge" the amount which might reasonably be claimed by the money-lender; but to "adjudge" is never the function of a jury. It is obvious, we fancy, that the view which attributes to a jury all the functions of the "court" in sub-section 1 is clearly quite untenable. The statute has in mind here the exercise of judicial discretion on lines similar to those which are appropriate to a judge administering equity.

This line of reasoning based on the wording of the statute is assisted by that useful form of argument, the inference from analogy. There are two well-known cases in English Law in which the question of "reasonableness" has to be decided by a judge. One arises in actions of malicious prosecution; there the jury find the facts in dispute and the judge decides the issue of "reasonable and probable cause." Again the question whether a covenant in restraint of trade is or is not reasonable, is one for the judge; *Dowden and Pook* v. *Pook*, (1904, 1 K. B. 45). These analogies suggest the true division of function between judge and jury in money-lending cases under the Act of 1900. The judge must decide whether the interest is excessive and the transaction unconscionable, just as he must take the subsequent account; but where there is a conflict as to the conditions of the money market, the economic circumstances of the party, or the pressure or fraud used to induce entrance into the bargain, he may have the assistance of a jury. "No doubt questions of fact may arise on the way to the decision of the principle questions, for example as to the position, age, circumstances, and prospects of the borrower; if such questions are in dispute the decision of them is for the jury," said Mr. Justice RIDLEY in *Abrahams* v. *Dimmock* (1914, 2 K. B., at p. 377). These words seem to indicate clearly the scope of a jury under the statute.

## Estates by Estoppel.

II.

Ordinarily, when a lease by indenture takes effect by way of estoppel, this is because the lessor has no legal estate in the premises, and thereupon a reversion by estoppel is created in the lessor which is *prima facie* a reversion in fee simple (*Sturgeon* v. *Wingfield*, 15 M. & W. 224; *Irving* v. *Cuthbertson*, 6 H. & N., p. 140). But where a termor sub-demises for a term exceeding his own, it has to be remembered that the sub-demise operates as an assignment. If it is for the exact residue of the head term, there can be no question of any reversion: the whole term is in the so-called sub-lessee, and though any rent recovered on the sub-demise is recoverable as such by action, it cannot be distrained for (*Parmenter* v. *Webber*, 8 Taunt. 593; *Pollock* v. *Stacey*, 9 Q. B. 1033). And though the sub term exceeds the residue of the head term, yet, as regards the head lessor, the sub-demise still operates as an assignment so as to give him his remedy on the covenants against the sub-lessee, as though the latter were assignee, and clearly there is no actual reversion remaining in the sub-lessor; but it does not follow that there might not be, as between sub-lessor and sub lessee, a reversion by estoppel. In *Langford* v. *Selmes* (3 K. & J. 220), however, WOOD, V.C., doubted whether this could be so, and he declined to force on a purchaser of a ground-rent for years, created by a termor, a title depending on the existence of a reversion by estoppel in the termor.

The importance of estoppel lies in the two points (1) that the subsequent acquisition of a sufficient estate by the grantor (including a lessor) "feeds the estoppel," and the grantee's

estate, which at first lay in estoppel only, now takes effect in interest; and (2) that covenants may run with the estate by estoppel. The leading case on the former point is *Doe* v. *Oliver* (5 Man. & Ry. 202, 2 Smith's L. C., 11th ed., p. 724), and the doctrine was settled for leases by *Webb* v. *Austin* (7 Man. & Gr. 701, 8 Scott N. R. 419; see also *Sturgeon* v. *Wingfield*, 15 M. & W. 224; *Cuthbertson* v. *Irving*, 4 H. & N., p. 755). The latter has been the subject of much discussion (see Smith's L. C., 11th ed., pp. 95 *et seq.*). Originally the full effect of the creation of an estate by estoppel was not perceived, and it was held that the assignee of the reversion by estoppel, or the assignee of the term by estoppel, could not take advantage of the covenants in the lease (*Noke* v. *Awder*, Cro. Eliz. 436); but in fact the estoppel binds those privy in estate to the original parties, and the estate by estoppel has, as between the parties and their assigns respectively, all the incidents of a legal estate. Consequently, covenants run with the reversion and with the land in the same way as though the lease were legally effective; thus they can be enforced by the lessee against the assignor of the reversion (*Sturgeon* v. *Wingfield*, *supra*), and by the assignee of the reversion against the lessee (*Cuthbertson* v. *Irving*, 6 H. & N. 135). But the person alleging that he is the assignee of a reverson by estoppel must shew that there is such a reversion, and that it has in fact been assigned to him (see *Goldsworth* v. *Knight*, 11 M. & W. 337). An express assignment of a reversion by estoppel is not likely to occur, but it is sufficient if the lessor assigns all his estate, right, title, and interest (*Sturgeon* v. *Wingfield*, *supra*).

In *Norris* v. *Craig* (43 W. R. 480) the Divisional Court (CAVE and WRIGHT, JJ.) availed themselves of the latter point in order to avoid deciding whether there was a reversion by estoppel. A termor for 21 years granted a lease for 40 years less three days, and his assignee claimed to recover rent from the sub-lessee by virtue of the reversion by estoppel. The court might have adopted the view of WOOD, V.C., in *Langford* v. *Selmes* (*supra*), and held that there was no reversion; but this, as the foregoing remarks shew, would have involved a definite decision on a very difficult point. They preferred to say that, if there was a reversion, it had not been assigned. The assignment was, indeed, expressed to be for the residue of the head term subject to the underlease, but it did not purport to convey any interest beyond the head term, even if it existed. The omission might, perhaps, have been cured by the "all estate" clause implied under section 63 of the Conveyancing Act, 1881, but this does not seem to have been suggested. Apart from general words, either express or implied, it is difficult to conceive how in practice a leasehold reversion by estoppel ever would be assigned. Hence it may be said that the doctrine of covenants running with a reversion by estoppel cannot in practice apply to leasehold reversions by estoppel, assuming that these can exist.

But a case may still arise where the existence of the estoppel is of practical importance. If a termor for 20 years sublets for 40 years, and afterwards acquires the fee simple, is he bound to make good the last 20 years out of it? Probably he is not. The decision of WOOD, V.C., in *Langford* v. *Selmes* (*supra*) is strongly in favour of this view, and, according to the current statement of the rule, *any* interest passing under the lease is sufficient to exclude an estoppel (see *Cuthbertson* v. *Irving*, 4 H. & N., p. 75). Whatever may have been the original scope of the rule, it would be difficult now to restrict it to cases where the lessor had an estate which might in law support the lease (*ante*, p. 246). Probably it would be treated as a merely technical rule and construed in its literal sense. Consequently, *Norris* v. *Craig* (*supra*) might have been decided on the ground that no reversion by estoppel was created in the sub-lessor. If this course had been taken, an interesting point would have been settled, but, as matters stand, the question seems to remain open for future argument.

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At the Middlesex Sessions last Saturday there were only five prisoners for trial. Mr. Montagu Sharpe, addressing the Grand Jury, said that in eighteen years he had never known so few trials at that court. Excluding the incorrigible rogues and vagabonds sent there for sentence, crime had dropped 90 per cent.

# Reviews.

## Railway and Canal Commission.

REPORTS OF CASES DECIDED BY THE RAILWAY AND CANAL COMMISSIONERS. By RALPH NEVILLE, LL.M., and W. A. ROBERTSON, B.A., Barristers-at-Law. VOL. XV. OF THE RAILWAY AND CANAL TRAFFIC CASES. Sweet & Maxwell (Limited). £1 17s. 6d. net.

This volume continues the useful series of Railway and Canal Traffic Cases. The decisions of the Commissioners are usually on matters of particular interest to the companies and traders concerned rather than on points of general importance, but it may be noted that the cases for 1914 include *National Telephone Co.* v. *Postmaster-General*, on the right of appeal against the Commissioners under the agreement for sale of the Telephone Co.'s undertaking; *Leek Urban District Council* v. *North Staffordshire Railway Co.*, as to the provision of reasonable facilities for passengers using a station; *Ex parte South Eastern and London, Chatham and Dover Railway Cos.*, and other cases as to the sanctioning of an increase of rates; and *Port of London Authority* v. *Midland Railway Co. and other Companies* as to through rates. A useful feature is a digest, in continuation of those in the previous volumes, of cases relating to railways decided in the superior courts of law.

## Workmen's Compensation.

THE WORKMEN'S COMPENSATION AND INSURANCE REPORTS, WITH ANNOTATED DIGEST, 1914; CONTAINING ALL CASES IN THE HOUSE OF LORDS, COURT OF APPEAL (ENGLAND), COURT OF SESSION (SCOTLAND), COURT OF APPEAL (IRELAND), AND SELECTED CASES IN THE HIGH COURT OF JUSTICE. Edited by GILBERT STONE, B.A., LL.B., Barrister-at-Law, and Reported by Members of the Staff of the Law Journal Reports. The Reports and Digest Syndicate (Limited); Stevens & Sons (Limited); Sweet & Maxwell (Limited); Canada Law Book Co. (Limited).

The most conspicuous feature of the successive Workmen's Compensation Acts has been the amount of litigation to which they have given rise, and in spite of the decision of numerous points, the output of the tribunals of appeal to which these questions are referred seems to show no sign of diminution. Among the cases of special interest decided last year are *Trim School Board* v. *Kelly*, which decided that death by assault might be an accident; *Rushton* v. *George Skey & Co.*, on the rights of an approved society to take proceedings in the name of an insured workman; and *Lendrum* v. *Ayr Steam Shipping Co.*, on the question whether the death of a sailor by drowning while returning to his ship is within the Act. But these cases are merely instances of the many questions which have arisen during the year. The reports are very fully and conveniently presented, and the utility of the volume is increased by the carefully prepared digest given at the commencement.

## Books of the Week.

**War.**—The Law of Contract During War, with Leading Cases, Statutes, and Orders in Council. By WILLIAM FINLAYSON TROTTER, M.A., LL.B. (Cantab.), Barrister-at Law, Professor of Law in the University of Sheffield. Wm. Hodge & Co. 15s.

**Agricultural Holdings.**—The Law of Agricultural Holdings, Comprising the Agricultural Holdings Acts, 1908, 1913, and 1914. Fully Annotated. Together with the Law of Distress Amendment Acts, 1888, 1895, and 1908, and the Rules Thereunder, and an Appendix of Forms and Precedents of Agreements and Notices, the Board of Agriculture and Fisheries and County Court Rules and Forms, and a Scale of County Court Fees and Costs. By SYLVAIN MAYER, B.A., Ph.D., K.C. Sixth Edition. Waterlow & Sons (Limited). 7s. 6d.

**Review.**—The Law Magazine and Review: a Quarterly Review of Jurisprudence. February, 1915. Jordan & Sons (Limited). 5s.

**Criminal Law.**—Criminal Appeal Cases. Reports of Cases in the Court of Criminal Appeal. Nov. 30, Dec. 7, 14, 1914. Edited by HERMAN COHEN, Barrister-at-Law. Stevens & Haynes. 2s. net.

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A communication from the Home Secretary has been received in the Black Country with regard to the shortening of the hours at public-houses. In answer to a strong protest against early closing orders, the Home Secretary says that the orders are made on the recommendation of the Chief Constable and do not require the Home Secretary's approval. Unless they provide for the prohibition of the sale or consumption of alcohol before 9 o'clock in the evening, he has no power to rescind an order already approved.

# Correspondence.

## Communications with the Enemy.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—A point arises consequent upon the European War which appears to me to be one of great importance, but which has not, so far as I know, as yet been adequately discussed in any of the legal publications, and that is the question of how far communications are permissible with alien enemies; that is to say, with persons resident or carrying on business in enemy territory.

In the recent trial of Mr. John Frederick Drughorn, before the Central Criminal Court, Mr. Justice Rowlatt, at the end of his judgment, said that he hoped the case would have the effect of riveting public attention upon the necessity of rigidly abstaining from any sort of intercourse with enemy territory. These words of the learned judge, although they do not in fact state that such intercourse would be illegal and expose the person communicating to any penalties, yet at the same time do lead to the inference that in the learned judge's opinion such intercourse was illegal.

From such research as I have made, it would appear that in the past the question was by no means one which could be said to be definitely decided.

In the year 1855, in the case of *Barrick and Others* v. *Buba and Another* (16 C. B. 492), which was a case in which the court was asked to grant a commission for the examination of witnesses in a hostile country, the court declined to grant a commission, and incidentally Jervis, C.J., said to counsel: "You are, in fact, asking us to direct certain of the Queen's subjects to hold communications with the Queen's enemies"; and in the same case Maule, J., said: "I think if we were to grant a commission, we should be sanctioning an unlawful communication with the Queen's enemies."

I would venture to submit that, prior to the recent emergency legislation, the better opinion would be that, any communication with or intercourse with alien enemies—that is to say, persons resident in enemy territory — was by the common law illegal, and I think that this view can be said to be supported by the observations on prohibition of intercourse and trading which appear in the recently published manuals by Dr. Ernest J. Schuster ("The Effect of War and Moratorium on Commercial Transactions") and Mr. Arthur Page ("War and Alien Enemies"), as also in the very interesting article by Mr. G. G. Phillimore ("Trading with the Enemy"), which appears in the last month's number of the Journal of the Society of Comparative Legislation.

At the present day, when international commercial intercourse and social relations are so extended, it would appear impossible and even unthinkable that this strict rule should be enforced, and that all communications should be prohibited, and, in fact, in numerous recent decisions, the right to communicate has been recognized. This necessarily follows from the decisions deciding that an alien enemy can appear in the English courts and be represented by solicitor and counsel, as also by the decision of the President of the Prize Court, allowing alien enemies to appear under certain circumstances. And the recent emergency legislation appears to me to carry the matter still further, as the right to communicate is obviously recognized; at the same time, if we examine recent emergency legislation we find a rather curious and involved situation. In the Proclamation dated 9th September, 1914, relating to trading with the enemy, it is recited that "It is contrary to law for any person resident, carrying on business, or being in our Dominions, to trade or have any commercial or financial transactions with any person resident or carrying on business in the German Empire or Austria-Hungary without our permission."

It will be noticed that this recital does not refer as such to "communications." In the Defence of the Realm Consolidation Regulations, 1914, Article 24 is as follows:—"No person shall, without lawful authority, transmit otherwise than through the post . . . any letter or written message from or originating with or to or intended for (*a*) any person or body of persons of whatever nationality resident or carrying on business in any country for the time being at war with His Majesty . . . or (*b*) any person or body of persons whose Sovereign or State is at war with His Majesty and who resides or carries on business in the United Kingdom."

These provisions would seem clearly to recognize the legality of communication by post. I might here interpolate that the effect of provision (*b*) would appear to have a very strange result, and a result which I cannot help thinking was not contemplated, as if it was strictly construed, this provision would prohibit any written communication with a registered alien enemy except through the medium of the post.

For sake of clearness I would propound the following propositions:—(*a*) A person resident in England writes through the post a harmless letter addressed to Mr. Herman—a German—Unter den Linden No. — Berlin, by favour of Mr. ———— at the Hague. (*b*) Such person writes a letter through the post to an English friend in Berlin addressed to him by favour of Mr. ———— of the Hague, such letter containing information as to movements of English troops. (*c*) Such person writes a letter through the post by favour of Mr. —— of the Hague, addressed either to a German or a person of any other nationality resident in Berlin having reference to a business transaction.

I venture to submit that (*a*) is a perfectly legal and permissible communication; that communication (*b*) is illegal, and indeed criminal; that communication (*c*) is illegal and not permissible by virtue of both common law and recent emergency legislation unless authorized by the Board of Trade. All the above communications are, of course, subject to Post Office censorship.

Temple-chambers, E.C., Feb. 9. RICHARD KING.

## Banks and the Moratorium.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to our letter to you and your reply at the foot which appeared in your issue on 10th October last, we would call your and your readers' attention to the decision of Mr. Justice Coleridge yesterday in the case of *Allen* v. *The London County and Westminster Bank* (*Limited*), which is reported in this morning's *Times*.

The judge decided that the bank could not notify its customers that it would take advantage of the moratorium and then deprive a customer of the same advantages and pay itself an overdraft which by reason of the same moratorium was not due and payable until some time afterwards. WINGFIELD, BLEW & KENWARD.

74, Cheapside, London, E.C., Feb. 5.

[See observation under "Current Topics."—ED. *S. J.*]

## Estate Duty: Liability to Aggregation.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—It appears to be the practice of Inland Revenue authorities to claim that where a testator makes a gift of property and dies within three years, the property is to be aggregated with his free estate for the purpose of fixing the rate of estate duty on both the taxable items.

There is, however, no warrant for this in any of the Finance Acts; the aggregation clauses relate to property which passes on the death. The property comprised in a gift passes on the gift being completed, and there is no enactment which provides that property which is merely "deemed to pass" on the death shall be aggregated with properties which actually pass on the death. The property is deemed to pass, so as to render it liable to estate duty, but the Acts are silent as to the rate at which estate duty is to be assessed.

We have recently raised this point in correspondence with the Secretary of the Estate Duty Office, and after taking time to consider it he replies that the "Commissioners of Inland Revenue are advised that the provisions of section 4 of the Finance Act, 1894, require that the free estate of the deceased is to be aggregated with the property comprised in the deed . . . in order to ascertain the rate of estate duty chargeable upon the whole combined property." No authority is cited as supporting this opinion, and this is not surprising, as Mr. Austin-Cartmell's note on section 4 is "Property passing on the death includes, it is thought, property 'deemed to pass.'"

We understand that we are not the only firm to raise this point, and if you can find space for this letter, it may come under the eyes of other solicitors who are interested in the question, and it may be possible to take a test case. QUICKE & CARD.

11, Milk-street-buildings, Cheapside, London, E.C., Feb. 9.

[We shall be glad to receive expressions of opinion on the point, but it may be observed that by section 2 of the Act of 1894, "property passing on the death" is deemed to include, *inter alia*, gifts made within three years. When section 4 speaks of property so passing, why should it not receive the construction imposed by section 2? We doubt whether the reference to the point in Mr. Austen-Cartmell's book was intended to throw doubt. Was it not the usual way for a text writer to express his view of the law in the absence of judicial decision?—ED. *S. J.*]

Ex-President Taft, says a Reuter's message from New Haven of the 9th inst., has made public a letter which he has written to Professor Edmund von Mach, of Harvard University, in which he opposed the statutory prohibition of the shipment of munitions to belligerents. The reason for his objection was that as a general measure the prohibition would seriously interfere with the welfare of the United States in time of war, and in the present exigency it was not a neutral act, because it would ensure benefit to only one belligerent.

# CASES OF THE WEEK.

## House of Lords.

**HAYWARD v. WESTLEIGH COLLIERY CO.** 8th February.

WORKMEN'S COMPENSATION—ACCIDENT—NOTICE—EMPLOYER PREJUDICED IN HIS DEFENCE—INFERENCE DRAWN FROM FACTS BY ARBITRATOR THAT EMPLOYER WAS NOT PREJUDICED—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), s. 2 & 1 (a).

*Held, that there was sufficient evidence to support the finding of the arbitrator that the accident arose out of and in the course of the deceased man's employment, and, on this point reversing the Court of Appeal, as no evidence was given at the trial by the employers to prove that they were prejudiced by want of notice, and they were in a better position to give evidence on that point than the applicant, the finding of the arbitrator that they were not prejudiced should not be disturbed.*

*Decision of* Court of Appeal (6 B. W. C. C. 54), *setting aside the award in favour of the applicant, reversed.*

Appeal by the widow of a miner against an order of the Court of Appeal (reported 6, B. W. C. C. 54). On 1st April, 1913, her husband, while working as a drawer in the respondents' colliery, met with an accident by striking his right knee on a coal tub. He went home and bathed his knee, on which there was a bruise, and the skin was slightly broken. He remained at home the next day, but on the 3rd and 4th returned to work. His knee was much worse, and he called in his doctor, who found septic poisoning. He got rapidly worse, and died on the 10th. The wife, in her evidence, said she mentioned at the colliery on the 8th that her husband had met with an accident, but no written notice of the accident was in fact given till 24th April. The Court of Appeal held that, whether or not the county court judge was justified in inferring that the widow's claim was valid under section 1, there was no evidence from which he could properly infer that the employers were not prejudiced in their defence by the delay in giving notice of the accident, and as there had been delay in fact the defendants were debarred from maintaining proceedings to recover compensation in respect of the alleged accident.

Earl LOREBURN, after holding there was evidence to support the arbitrator's finding that the accident arose out of and in the course of the man's employment, said the substantial point was the question of notice. Admittedly notice was not given in the form required by the Act, but the Act said that delay in giving notice was not to be a bar to the maintenance of proceedings if it was found in the proceedings for settling the claim that the employer was not prejudiced in his defence thereby. He thought that what the statute really meant was that, looking at all the facts, the arbitrator was to decide whether or not the employer was prejudiced. He did not think that there was a presumption one way or the other. The arbitrator here found that the respondents were not prejudiced. In dealing with the evidence he would point out that no evidence was called to say that the respondents were prejudiced. It came to this, that there being no inherent probability that the respondents were prejudiced, those who knew best whether they were prejudiced or not gave no evidence on the point. The case was near the line, but for the reasons given he thought that the county court judge was warranted in coming to the conclusion that the greater probability was that there was no prejudice at all. The award must be restored with costs there and below.

Lords ATKINSON, PARKER, SUMNER and PARMOOR gave judgments to the like effect. Order accordingly.—COUNSEL, for the appellant, *Compston*, K.C., *Cyril Atkinson*, K.C., and *Stuart Bevan*; for the respondents, *Rigby Swift*, K.C., and *J. E. Singleton*. SOLICITORS, *J. Woodhouse*, for *T. R. Dootson*, Leigh; *W. Penree Ellen*, for *Peace & Darlington*, Liverpool.

[Reported by ERSKINE REID, Barrister-at-Law.]

## Court of Appeal

**ROBINSON v. SMITH.** No. 2. 30th January.

PRACTICE—NEW TRIAL—BREACH OF PROMISE—DISCOVERY OF NEW EVIDENCE—ISSUE RAISED THEREBY NOT RAISED AT TRIAL—"MISTAKE, SURPRISE, FRAUD"—NEW TRIAL AS TO SINGLE ISSUE.

*A plaintiff, who in the pleadings was described as a spinster, recovered damages for breach of promise. Nearly a year afterwards the defendant obtained leave to adduce further evidence to shew, in support of his application for a new trial, that facts had come to his knowledge which, if proved, established that the plaintiff, at the time of the action, was a married woman, and that her husband was still alive.*

*Held*, Pickford, L.J., *dissenting, that there must be a new trial on the single issue whether the plaintiff was a married woman.*

Appeal by the defendant for judgment or new trial in an action for breach of promise of marriage, tried before Bailhache, J., and a common jury, at Manchester Assizes. The defendant denied that he had ever made the promise. The jury found for the plaintiff, and awarded her £125 damages. A report of the trial appeared in the Press, and a woman called on the defendant and said that, had she known that the case was coming on, she could have given evidence for the defendant, as she had known the plaintiff for some years. Leave having been obtained by the defendant to adduce the evidence of this witness, he now applied for a new trial, on the ground that, by reason of the facts he had discovered since the trial, which could not previously have been within his knowledge, or have been ascertained by him in any circumstances before the trial, and which, if placed before the jury at the trial, would have materially affected their verdict, there had been (1) a substantial miscarriage of justice, and (2) the damages awarded were excessive. The affidavits by the woman referred to above and by another woman were put in, and were to the effect that the plaintiff had lived with and passed as the wife of a Mr. McIvor Lambie, by whom she had had a child; that he was still alive; that wedding cards had been sent out "With Mr. and Mrs. Lambie's compliments"; there was also evidence from letters that were exhibited that the plaintiff signed herself "Gertrude Eliza Lambie." Against the application being granted it was submitted that a new trial could not be granted on an issue which had not been raised at the hearing, at any rate, unless the person seeking the new trial was able to shew that, had he been able to put this new evidence before the jury, there was a reasonable probability that the verdict must have been the other way: *Anderson* v. *Titmas* (36 L. T. 711). The defendant in this case had had the information he relied on for nearly a year, yet he admitted that he had failed to find any certificate of the marriage alleged. The parties had come together from a matrimonial advertisement, which the plaintiff, who described herself throughout as a spinster, had put in a local paper. The defendant answered the advertisement, and lived with her for a time. She then discovered that he was a married man. The jury found that there had been a promise. That was a finding of fact.

BUCKLEY, L.J., said that this was an application for a new trial in an action for breach of promise of marriage, in which the jury awarded the plaintiff £125. The ground of the application was that since the trial the defendant had discovered that the plaintiff, when she came into court, was herself a married woman, and, therefore, incapable of maintaining the action. The usual grounds for justifying the granting of a new trial because of the discovery of fresh evidence were that the verdict appealed against was based on mistake, surprise, or fraud, and the ground that the defendant here was relying on was the last. The question was whether the evidence established fraud on the part of the plaintiff. His lordship reviewed the evidence, and said he thought this was a difficult case, though not as regards the question of damages; but as the defendant was asking for leave to amend by alleging that the plaintiff was a married woman, he thought that the case might be sent down for a new trial on that point alone. With regard to the cases that had been referred to of *Young* v. *Kershaw* (16 T. L. R. 52), *Warham* v. *Selfridge* (30 T. L. R. 344), and *Anderson* v. *Titmas* (*supra*), they only dealt with the question of adducing further evidence of facts which had been in issue at the trial, and had, therefore, no application to the present case, where the evidence sought to be adduced raised an entirely new defence. There must be a new trial to decide the single question raised by the amendment.

BANKES, L.J., concurred in this judgment.

PICKFORD, L.J., dissented. He thought there was no jurisdiction to order a new trial on an issue which had been raised for the first time in the Court of Appeal. New trial ordered.—COUNSEL, for the appellant, *Alex. Neilson*; *A. H. Spokes*. SOLICITORS, for the appellant, *Vincent & Vincent*, for *W. H. Clarke-Middleton & Co.*, Leeds; *Radford & Frankland*, for *Walker, Dean, & Co.*, Manchester.

[Reported by ERSKINE REID, Barrister-at-Law.]

## High Court—Chancery Division.

*Re* **A COMPANY.** *Re* **THE COMPANIES (CONSOLIDATION) ACT, 1908.** Astbury, J. 22nd January.

PRACTICE—COMPANY WINDING-UP—JUDGMENT CREDITOR'S PETITION—EQUITABLE EXECUTION—COURTS (EMERGENCY POWERS) ACT, 1914 (4 & 5 GEO. 5, c. 78), s. 1, SUB-SECTION 1 (A)—"PROCEED TO ENFORCE JUDGMENT"—LEAVE OF COURT NECESSARY—MOTION—COURTS (EMERGENCY POWERS) RULES, R. 2.

*A petition to wind-up a company is a proceeding to execution on or otherwise to the enforcement of a judgment within the meaning of section* 1, *sub-section* 1 (*a*), *of the Courts (Emergency Powers) Act*, 1914 (4 & 5 *Geo.* 5, *c.* 78), *because a winding-up creates the mischief which the Act seeks to mitigate, in that under it a creditor is entitled to seize the assets of his debtor.*

Re Crigglestone Stone Co. (1906), 2 *Ch.* 327) *applied.*

Re Farnol, Eades, Irvine & Co. (1915, 1 *Ch.* 22) *distinguished.*

The question which arose in this case, and in another similar case heard with it, was whether a petition to wind-up a company was a proceeding to enforce a judgment within the meaning of section 1, sub-section 1 (*a*), of the Courts (Emergency Powers) Act, 1914 (4 & 5 Geo. 5, c. 78). The matter came before the court on a motion by the company for an injunction to restrain the respondent, who was a judgment creditor of the company, from advertising or proceeding with a petition to wind-up the company unless and until application had been made to the court under the provisions of the Courts (Emergency Powers) Act, 1914, and leave to proceed had been obtained thereunder. Sub-section 1 (a) of section 1 provides that "no person shall proceed to execution on or otherwise to the enforcement of any

judgment or order of any court (whether entered or made before the passing of this Act) for the payment of or recovery of a sum of money to which this sub-section applies, except after such application to such court and such notice as may be provided for by rules or directions under this Act." The sub-section was applicable to the sum due to the respondent on the judgment which had been obtained.

ASTBURY, J., after stating the facts said:—I have come to the conclusion that this petition is a proceeding to execution on or otherwise to the enforcement of the judgment of the respondent within the meaning of section 1, sub-section 1 (*a*), of the Courts (Emergency Powers) Act, 1914 (4 & 5 Geo. 5, c. 78), and that, therefore, the leave of the court to proceed is required under the Act. The cases of *Re Chapel House Colliery Co.* (24 Ch. Div. 259) and *Re Crigglestone Stone Co.* (1906, 2 Ch. 327) make it clear that a winding-up order entitles the creditor to seize the assets of his debtor and might be called an equitable execution, and therefore a petition to wind-up must be held to be within the meaning of this Act. Moreover, the Act was passed to prevent unnecessary destruction of property or credit of debtors who have been affected by the war, and accordingly should be applied to such a case as the present one. The case of *Re Farnol, Eades, Irvine & Co.* (1915, 1 Ch. 22), before Warrington, J., dealt with the issue of a writ in a debenture-holder's action, and motion for the appointment of a receiver, *i.e.*, with one stage of the proceedings in which an application was being made which might result in the preserving instead of destroying the debtors' property, and was not at all the same case as the present one.—COUNSEL, *The Hon. Frank Russell*, K.C., and *Percy F. Wheeler; B. H. Hall; H. M. Giveen; A. F. Topham.* SOLICITORS, *Walbrook & Hosken; Close & Co.; Herbert Smith & Co.*

[NOTE.—Reversed on appeal (*Times*, 11th inst.); see *Re World of Golf (Limited)* (*ante*, p. 7).]

[Reported by L. M. MAY, Barrister-at-Law.]

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# Bankruptcy Cases.

*Re* **REYNOLDS.** C.A. No. 1. 5th and 8th February.

BANKRUPTCY—"MARRIED WOMAN CARRYING ON A TRADE"—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. C. 75), S. 1, SUB-SECTION 5—BANKRUPTCY ACT, 1913 (3 & 4 GEO. 5, C. 34), S. 12.

*A woman carried on a trade as a spinster, and ceased to trade actively, but did not pay all her trade debts or collect all her book debts before she married. After her marriage she collected a large number of the book debts, but had not paid all her trade debts when a petition was presented against her.*

*Held, that at the date of the presentation of the petition she was a married woman carrying on a trade or business, and subject to the bankruptcy laws as if she were a* feme sole.

Appeal from the Divisional Court (Horridge and Rowlatt, JJ.) 11th January. In August, 1912, the debtor's father died, leaving his widow sole executrix and legatee. The widow died intestate in November, 1912, without having proved her husband's will; and in April, 1913, their daughter, the debtor, then an unmarried woman, took out letters of administration, with the will annexed to her father's estate. The debtor continued to carry on her father's business of a hay and corn merchant, and incurred debts while so doing. In February, 1914, she was advised that the business was not solvent, and that she was personally responsible for the debts. She thereupon instructed an accountant to collect the book debts, and tried to sell the business. She ceased to carry on business on 10th June, and sold the stock by public auction on 30th June and 1st July. On 24th July she sent out a circular to creditors calling a meeting for 29th July. On 25th July she married, and on 29th July, at the meeting of creditors, committed an act of bankruptcy by a statement, through her solicitor, that she intended to suspend payment. On 27th October a business creditor presented a petition against her in the Birmingham County Court, founded on the circular to creditors of 24th July. On 12th November, the date of the hearing of the petition, the debtor still had some of the stock, and some book debts still uncollected, and had not paid all the debts incurred while she was trading. The Registrar dismissed the petition on the ground that the debtor had ceased to carry on business on 10th June, and was not a married woman carrying on a trade or business at the date of the hearing of the petition. The creditor appealed, and his appeal was heard before Horridge and Rowlatt, JJ., on 11th January, when the court differed, Horridge, J., holding that the debtor did not, whilst a married woman, carry on business or incur trade debts, and could not be said to be carrying on business at the date of the petition. He distinguished the case of *Re Dagnall, Ex parte Soan & Morley* (1896, 2 Q. B. 407), in which the debtor had carried on business whilst a married woman, and after she had ceased to trade was made bankrupt in respect of debts she had incurred while trading. He held that the Registrar was right and that the appeal ought to be dismissed. Rowlatt, J., held that the principle of the decision in *Re Dagnall* applied, viz., that so long as trade debts remained unpaid, the debtor was carrying on business. The fact that she altered her status by marriage did not alter her liability to the bankruptcy laws if, at the date of her marriage and also of the petition, she was still carrying on business in the sense that she still had trade debts left unpaid. He held that the appeal ought to be allowed. The court being divided, the decision of the Registrar stood, and the creditor appealed to the Court of Appeal. Counsel for the appellant argued that the debtor was a married woman at the date of the hearing of the petition, and the only question for decision was whether she was then carrying on a trade or business. In *Re Dagnall* (1896, 2 Q. B. 407), and again in *Re Clark* (1914, 3 K. B. 1095), it was held that a trade or business is being carried on so long as any trade debts remain unpaid. That being the case here, the debtor was carrying on a trade or business, and a receiving order ought to have been made against her. Counsel for the debtor contended that as all the debts had been incurred, and the debtor had shut up the business while still a spinster, she had never traded as a married woman, and therefore the definitions in *Re Dagnall* and *Re Clark* did not apply to her case. [Lord COZENS-HARDY, M.R.—Collecting book debts and selling stock after her marriage constituted trading.] She only sold stock, and got in assets in her representative capacity of administratrix; the book debts were not owing to her personally, because she had to account for them to the estate of her father.

Lord COZENS-HARDY, M.R.—I am clearly of opinion that this appeal must be allowed. The case is a peculiar one. The debtor's father, who was a corn merchant, died in August, 1912, leaving his widow executrix and residuary legatee. The widow died in November, 1912, intestate, without having proved her husband's will. The debtor obtained letters of administration, with her father's will annexed, to his estate in April, 1913. She carried on his business till June, 1914, but it is impossible to suggest that she carried it on as administratrix, for she had no right to do that at all. In June, 1914, she got into difficulties, and sold the business assets on 30th June and 1st July, except book debts amounting to £1,362, and some few tons of hay on the premises of a railway company, subject to a lien for railway charges. On 24th July she sent out a notice calling a meeting of creditors, on 25th July she married, and on 29th July, at the meeting of creditors, she committed what was undoubtedly an act of bankruptcy, unless her status of a married woman prevented her from committing one. On 27th October a petition was presented against her. On 2nd November she sold the hay for £29. She had also collected a large amount of the book debts since her marriage. Under these circumstances, the question arises whether at the date of the presentation of the petition she was carrying on a trade, because if she was, she comes within section 12 of the Bankruptcy Act, 1913, and is subject to the bankruptcy laws as if she were a *feme sole*. Now the true principles applicable to this case are these:—First, that a man does not cease to be a trader merely because he shuts up his shop, but he remains a trader until all his trade debts are paid; secondly, that where a trader not merely omits to pay his trade debts, but also gets in trade assets, he is still more clearly carrying on a trade: see *Rawlinson* v. *Pearson* (5 B. & Ald. 124). Here the debtor fails on both these points. It is clear that her trade liabilities have not been discharged, and it is equally clear that she got in book debts after her marriage. On both grounds it is clear that she was carrying on business, and is subject to the bankruptcy laws as if she were a *feme sole*.

SWINFEN EADY, L.J.—I agree. It may be said that the debtor is a trader because the debts contracted by her while trading remain unpaid. She has carried on business actively from 3rd November, 1912, to 10th June, 1914. As administratrix, she had no power or duty to do that; she bought and sold goods in the ordinary way, and for the debts of the business she was personally liable to the full extent of all she had, not merely to the extent of her father's estate. In the same way, the persons who became debtors to the business while she carried it on were personally liable to her. It is clear that she was trading, and not merely winding-up the estate. Debts of that trading remain unpaid, and it has been held, over and over again, that trading goes on so long as trade debts are unpaid. See the judgment of Vaughan Williams, J., in *Re Dagnall* (1896, 2 Q. B. 407), to which I referred in *Re Clark, Ex parte Pope & Owles* (1914, 3 K. B. 1095). Again, on the second point, she, as a married woman, continued to trade after her marriage, for she sold the hay and got in the book debts owing in the course of her trade, and, in my opinion, that is continuing to trade within the decision in *Rawlinson* v. *Pearson* (*supra*).

PHILLIMORE, L.J.—In *Re A Debtor* (1898, 2 Q. B. 576) it was decided that, notwithstanding the Married Women's Property Act, 1882, a married woman could not be made bankrupt for a simple debt incurred before marriage, and the report of the case in 5 Manson, at p. 122, shews it was clear that the debtor, in that case, had not been trading. There has, however, been no decision yet on the point whether a debt contracted by a single woman in the course of trading can be used to make her bankrupt after her marriage. To decide that we have to construe section 12 of the Bankruptcy Act, 1913, and the only question that arises is, did she carry on trade as a married woman? There are scores of decisions as to when trading ceases, and they clearly make this a case where trade was continuing, and it follows that a married woman who has not paid her trade debts, or got in her trade assets, remains a trader after her marriage. Appeal allowed.—

COUNSEL, *Arthur Ward; J. Eates.* SOLICITORS, *Surr, Gribble & Co.*, for *Docker, Hosgood, & Co.*, Birmingham; *G. P. Locker*, Birmingham.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

*Re* **SILBER.** *Ex parte* **LAZARD AND OTHERS.** C.A. No. 1. 5th February.

BANKRUPTCY — PETITION — PROCEEDING TO EXECUTION ON, OR OTHERWISE TO THE ENFORCEMENT OF, ANY JUDGMENT—COURTS (EMERGENCY POWERS) ACT, 1914 (4 & 5 GEO. 5, C. 78), S. 1, SUB-SECTIONS 1 AND 3.

*During the continuance of the present war a judgment creditor can present a bankruptcy petition founded upon his judgment debt without obtaining the leave of the Court by which judgment was given. Sub-section 1 of section 1 of the Courts (Emergency Powers) Act, 1914, does not apply to bankruptcy petitions.*

Appeal from a receiving order made by Mr. Registrar Linklater on 14th January, 1915. On 14th May, 1914, the petitioning creditors began an action by writ against the debtor claiming £85,790. On 20th June, Master Archibald gave leave to defend the action as to £60,000 on giving security, and unconditional leave to defend as to the rest. On 6th July Scrutton, J., gave leave to sign judgment for £61,320 and leave to defend as to the rest. The creditors signed judgment the same day and issued a bankruptcy notice for £61,320 on 8th July. This notice was served on 16th July, and the act of bankruptcy thereunder became complete on 24th July. On 27th July the Court of Appeal affirmed the judgment of Scrutton, J. On 22nd October a bankruptcy petition was presented against the debtor. On 7th January, 1915, the debtor filed notice to dispute the petition. The petition was heard and receiving order made on 14th January. A petition of appeal to the House of Lords from the decision of the Court of Appeal affirming Scrutton, J., was said to have been presented since the hearing of the bankruptcy petition. The debtor appealed against the receiving order. Counsel for the debtor contended that the creditors had no right to present a bankruptcy petition, because they had not obtained the leave of the King's Bench Division to do so under section 1 of the Courts (Emergency Powers) Act, 1914 (4 & 5 Geo. 5, c. 78). That section provides in sub-section 1 (*a*) that after the passing of the Act "no person shall proceed to execution on, or otherwise to the enforcement of, any judgment or order of any court (whether entered or made before or after the passing of this Act) for the payment or recovery of a sum of money to which this sub-section applies, except after application to such court and such notice as may be provided for by rules or directions under this Act." Rule 2 under the Act provides that application must be made to the court by which the judgment has been given. The Act came into force on 31st August, 1914, after act of bankruptcy, but before presentation of petition. Application ought to have been made to the King's Bench Division for leave to present the petition, for procedure by bankruptcy petition is procedure either to execution or to the enforcement of a judgment, it is the most drastic method known for enforcing a judgment. The Registrar held that it was not a procedure to enforce a judgment but to divide a debtor's estate, and that sub-section 1 of section 1 of the Act did not apply, but that sub-section 3 was exhaustive in cases of bankruptcy. Sub-section 3 is as follows:—"Where a bankruptcy petition has been presented against any debtor and the debtor proves to the satisfaction of the court having jurisdiction in bankruptcy that his inability to pay his debts is due to circumstances attributable, directly or indirectly, to the present war, the court may in its absolute discretion, after considering all the circumstances of the case and the position of all the parties, at any time stay the proceedings under the petition for such time and subject to such conditions as the court thinks fit." That only applies to petitions presented before the passing of the Act. Astbury, J., held in *Re A Company* (The *Law Times*, 30th January, 1915, vol. 139, p. 293), that leave was necessary before proceeding with a petition to wind-up a company, but Neville, J., held in *Re The World of Golf (Limited)* (59 SOLICITORS' JOURNAL, 7), that winding-up is not execution within the meaning of this sub-section. Counsel for the respondents were not called upon.

Lord COZENS HARDY, M.R.—I think the Registrar was quite right in this case. There is an express provision in sub-section 3 of section 1 of the Act dealing with petitions in bankruptcy. It was argued that that only applies to petitions presented before 31st August. That is not so; whenever the petitioning creditor comes powers are given to the court to stay proceedings, and that sub-section is exhaustive. To say that you must also have an application to the Division in which judgment was given leads to strange results. In only one act of bankruptcy is a judgment needed. It would be strange if the hands of the Bankruptcy Court were tied as to one act of bankruptcy and not as to others. I think that no leave was necessary to present this petition, and this appeal must be dismissed.

SWINFEN EADY, L.J.—Proceedings on bankruptcy petition are not within sub-section 1 of section 1 of the Act, and are within sub-section 3, which is exhaustive, and is the only provision in the Act dealing with bankruptcy petitions.

PHILLIMORE, L.J., concurred.—COUNSEL, *Clayton*, K.C., and *Frank Mellor; Duke*, K.C., and *E. W. Hansell.* SOLICITORS, *E. A. Fuller; Paines, Blyth, & Huxtable.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

# CASES OF LAST SITTINGS.

## High Court—Chancery Division.

*Re* **A CONTRACT MADE BETWEEN THE SOUTH-EASTERN RAILWAY CO. AND THE LONDON COUNTY COUNCIL, AND *Re* THE VENDOR AND PURCHASER ACT, 1874.** Eve, J. 21st December.

LANDS CLAUSES ACT—COMPULSORY TAKING OF LAND—PURCHASE MONEY—ASCERTAINMENT OF AMOUNT.

*Where an owner of two contiguous pieces of land forming a building site sells under compulsion a part of one piece and without reference to his interest in the other piece, the purchase price must be ascertained without reference to the vendor's interest in the other piece, and is not to be ascertained by deducting the value of what is left to the vendor of the two pieces after the sale from their aggregate value immediately prior to the sale.*

In this action for specific performance the only point in dispute was the amount of the purchase price to be paid for the property. At the date of the contract the railway company were seised of a piece of land bounded on the north by the Strand and on the east by Craven-street, whereon were erected two shops, known as 9 and 10, Strand, and several houses fronting Craven-street. By the contract the Council agreed to purchase the piece of land forming part of 9 and 10, Strand, as shewn on the plan, and the purchase money was to be determined in an arbitration to which all the provisions of the Lands Clauses Acts should apply. The arbitrator awarded the sum of £18,330 by way of purchase money, and nothing beyond by way of compensation; but he declared that if the true measure were the difference between the aggregate value of the Strand land and the Craven-street land before the giving of the notice to treat, which was afterwards superseded by the contract, and the aggregate value of the said lands after the taking of the frontage strip, he found that the amount would be £3,465. The London County Council insisted that the latter sum, and no more, was payable.

EVE, J.—In my opinion the contract is one for the sale of a part of the vendor's property known as 9 and 10, Strand, and nothing beyond; it is not a contract for the sale of a part of the entire site. The case has been exhaustively argued as befits one involving a question of principle in circumstances of not infrequent occurrence. Having regard to the construction I have placed upon the contract, the question in issue may perhaps be adequately stated in the following terms:—In ascertaining the purchase price to be paid for the land contracted to be sold, was the arbitrator justified in treating the vendors as though they were the owners of Nos. 9 and 10 only, or ought he to have had regard to the fact that they were owners also of the land in the rear of these premises? In considering this question it is material to note that the arbitrator has negatived any liability on the part of the purchasers to pay compensation, having, as I conclude, formed the opinion that the provisions of the contract in favour of the vendors already mentioned constitute an adequate set-off to any claim for damages arising from severance or for other injurious affection. From this it results that the matter resolves itself into an inquiry as to the mode in which the amount to be paid as purchase money is to be ascertained. In answering such inquiry the following propositions may, I think, be treated as established by authorities binding on this court:—(1) The value to be ascertained is the value to the vendor, not its value to the purchaser. (2) In fixing the value to the vendor all restrictions imposed on the user and enjoyment of the land in his hands are to be taken into account, but the possibility of such restrictions being modified or removed for his benefit is not to be overlooked. (3) Market price is not a conclusive test of real value. (4) Increase in value consequent on the execution of the undertaking for or in connection with which the purchase is made must be disregarded. (5) The value to be ascertained is the price to be paid for the land, with all its potentialities and with all the use made of it by the vendor; and (6) the true contractual relationship of the parties—that of purchaser and vendor—is not to be obscured by endeavouring to construe it as another contractual relationship altogether—that of indemnifier and indemnified. In my opinion no authority establishes the proposition contended for in this case by the Council; but this is not the same thing as saying that it cannot be established, and it is necessary to examine and see what would be the consequences in practice of adopting the views put forward on their behalf. It happens here that the interest and estate of the railway company in the Strand premises and in the land at the rear is identical; they are beneficial owners in fee of both pieces of land. But if the Council be right, the principle for which they contend would be applicable to all cases in which any interest in contiguous land could be imported into the calculation, and the arbitrator—or it may be the jury—before being able to come to a decision, would have to embark on an inquiry as to the nature of such interest, and in what manner and to what extent, if at all, it depreciated in the hands of the particular vendor, as compared with one who had no such interest, the value of the land forming the subject-matter of the contract. This would not only be highly inconvenient and tend greatly to increasing the difficulties and expense attendant on these transactions; but it would bring about some startling results, the most obvious being that it would upset all uniformity of value, inasmuch as the value of the identical piece of land in the hands of one vendor might be assessed at many times its value in the hands of another, and this, not from any intrinsic distinction, but by reason solely

of extraneous considerations. Moreover, it would be calculated to work injustice in that a vendor compelled to sell, and who was intended by the Legislature to be compensated for being compelled to sell, might have to accept from the undertakers a price far less than he would have obtained from any other purchaser, and out of all proportion to the true value of the land had it been ascertained without reference to the fortuitous circumstance of his being also interested in the contiguous land. In my opinion these considerations demonstrate the impossibility of acceding to the arguments urged on behalf of the Council, and I must uphold the contention of the railway company, and fix the purchase price at the higher of the two amounts mentioned in the award. Perhaps I am only perpetuating an error, but I might perhaps epitomise my judgment as follows: Where an owner of two contiguous pieces of land forming an area suited, and it may be best suited, for development and use as one building site sells under compulsion a part of one piece as a part of that piece, and without any reference to his interest in the other piece, the purchase price for the land so contracted to be sold must be ascertained without reference to the vendor's interest in the other piece, and is not to be ascertained by deducting the value of what is left to the vendor of the two pieces after the sale from their aggregate value immediately prior to the sale. The Council must pay the costs of these proceedings.—COUNSEL, *Freeman*, K.C., and *Wheeler*; *Morten*, K.C., *Maugham*, K.C., and *Boydell Houghton*. SOLICITORS, *H. H. Groves*; *E. Tanner*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

***Re* SLOGGER AUTOMATIC FEEDER CO. HOARE *v.* THE COMPANY.** Neville, J. 18th December.

COMPANY—CONDITION IN DEBENTURE FOR APPOINTMENT WITH CONSENT OF MAJORITY OF DEBENTURE-HOLDERS OF RECEIVER AND MANAGER OUT OF COURT—RECEIVER AND MANAGER APPOINTED OUT OF COURT WITH CERTAIN CONSENTS PURPORTING TO BE CONSENTS OF MAJORITY OF DEBENTURE-HOLDERS—CONSENT OF EQUITABLE MORTGAGEE HOLDING THE MAJORITY OF THE DEBENTURES NOT OBTAINED—RIGHT OF THE COURT TO APPOINT ANOTHER RECEIVER AND MANAGER—"MAJORITY."

*Where a receiver and manager was appointed, in accordance with the terms of a condition in the debentures that such receiver and manager might be appointed with the consent in writing of the holders of a majority in value of the debentures, but this majority was, in fact, obtained by the consents of holders who had executed equitable mortgages of their shares.*

*Held, on a motion for the appointment of a receiver by the court, to supersede such receiver appointed as aforesaid, that, as the beneficial interest in the shares equitably mortgaged had been parted with, a true majority had not been obtained in accordance with the terms of the condition, and the court accordingly appointed a receiver and manager.*

This was a motion for the appointment by the court of a receiver and manager in a debenture-holder's action to supersede a receiver and manager who had been appointed out of court, in purported compliance with the terms of a condition in the debentures, which provided that, after the principal moneys had become due, a receiver and manager might be appointed in writing, with the consent in writing of the holders of a majority in value of the debentures. The facts were these. The company had issued 200 debentures of £100, and they were held by four holders. The chairman held sixty-five, C. held fifty-five, F. held twenty, and the plaintiff Hoare held sixty. These last sixty were held by the plaintiff to secure a loan by the plaintiff's firm to the defendant company, and further to secure this loan and a further advance, the chairman had deposited twenty of his debentures, by way of equitable mortgage, with the plaintiff. The chairman had also deposited forty-four of his debentures with the plaintiff to secure an overdraft on his private account with the plaintiff's firm, thus constituting the plaintiff registered holder of sixty debentures and equitable mortgagee of sixty-four. The loan had not been repaid. The chairman and F. consented in writing to a purported appointment of a receiver and manager by C. The question was whether a receiver and manager had been appointed with the consent in writing of the holders of a majority in value of the debentures in accordance with the terms of the conditions in that behalf in the debentures. The consent of the plaintiff had not been obtained to the appointment, and he now moved for the appointment of a receiver and manager by the court.

NEVILLE, J., after stating the facts, said: As the beneficial interest in the sixty-four debentures which gave the majority has been parted with, the consent of the debenture-holders having a majority in value of the debentures has not, in my judgment, been obtained, and I accordingly come to the conclusion that a receiver and manager must be appointed by the court.—COUNSEL, *Peterson*, K.C., and *J. Young*; *Jenkins*, K.C., and *Owen Thompson*. SOLICITORS, *Thicknesse & Hull*; *Lawrence Jones & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

***Re* WHITEFORD'S SETTLEMENT. WHITEFORD *v.* WHITEFORD.** Neville, J. 2nd December.

SETTLEMENT—POWER OF APPOINTMENT—REMOTENESS—INCOME OF FUND SET ASIDE TO GO TO MAKE UP SHARE OF LUNATIC SON TO £200 A YEAR—TRUSTEES' UNCONTROLLED DISCRETION.

*Where, in exercise of a power of appointment in a settlement, the testatrix by her will appointed two-fifths of certain trust funds to be paid to two of her sons upon trust to stand possessed of the same until her lunatic son should die or be certified to be capable of managing his own affairs, and to apply the whole or so much of the income of the two-thirds as should be required for making up the total income of the lunatic son to £200 a year, in such manner as they should think fit, with provision as to the residue.*

*Held, that, as the amount of the interest depended on the amount of the lunatic son's income in each year, the interest was contingent, and did not vest on the death of the testatrix, and the trusts as regards the two-fifths share were inoperative and void for remoteness.*

This was a summons taken out by the trustees of a settlement to ascertain whether a certain appointment was void for remoteness. The facts were these: By a marriage settlement in 1866 a power of appointment was given to the husband and wife among the issue of the marriage at such age and with such trusts as they should by deed jointly appoint, or in default as the survivor should by deed or will appoint. The husband died first, and the wife, by her will in 1897, in exercise of this power directed two-fifths of the trust funds to be paid to two of her sons upon trust to stand possessed of the same until her lunatic son should die or be certified to be capable of managing his own affairs, and to apply the whole or so much of the income of such two-fifths as should be required for making up the total income of the lunatic son to £200 a year in such manner as they should in their uncontrolled discretion think proper, and to divide the residue of such income, if any, between the other four children. She appointed the other three-fifths among the other four children. She died, and all her five children survived her, and had now attained twenty-one.

NEVILLE, J., after stating the facts, said: Since the amount of the interest depends on the amount of the lunatic son's income in each year, the interest is contingent, and does not vest on the death of the testatrix, and accordingly the trusts as regards the two-fifth shares are inoperative and void for remoteness.—COUNSEL, *F. Baden Fuller*; *C. E. Jenkins*, K.C., and *T. T. Methold*; *A. P. Peterson*, K.C., and *J. O. Wood*. SOLICITORS, *Torr & Co.*; *The Official Solicitor*.

[Reported by L. M. MAY, Barrister-at-Law.]

## Solicitors' Cases.

***Re* THOMAS HENRY JACKSON, a Solicitor.** Div. Court. 10th and 12th November.

SOLICITOR—BILL OF COSTS—APPEAL FROM JUDGE IN CHAMBERS—APPEAL TO DIVISIONAL COURT—PRACTICE AND PROCEDURE—JURISDICTION—"AGREEMENT" BETWEEN SOLICITOR AND CLIENT—"PAYMENT" OF COSTS—JUDICATURE ACT, 1894 (57 & 58 VICT. c. 16), s. 1, SUB-SECTION 4—ATTORNEYS AND SOLICITORS ACT, 1870 (33 & 34 VICT. c. 28), ss. 4, 8, 9, 10.

*One C., with a view to his defence in a criminal court, made an agreement with the respondent, a solicitor, as follows: "I retain and request you to defend me in the criminal proceedings . . . and I agree that you shall receive the nett proceeds of sale of furniture amounting to £436 17s. to cover the law charges and disbursements of my defence." C. was convicted and sentenced. Civil proceedings were also pending, and C. retained the respondent under a written agreement at a fee of 100 guineas, which the respondent acknowledged to have received. In fact, he had collected £100 owing to C. without C.'s knowledge. The appellant, his administrator under the Felony Act, 1870, took out a summons before the Master to set aside these agreements, and for the delivery of a bill of costs. The order was made by the Master but rescinded by the Judge in Chambers. The appellant appealed.*

*Held, that the Divisional Court had jurisdiction to hear the appeal as a final order, and that it did not lie to the Court of Appeal as matter of practice and procedure.*

*Held, further, that the criminal retainer was not an agreement for payment within the meaning of section 4 of the Attorneys and Solicitors Act, 1870, but only cover; and that on the civil retainer there must be an inquiry whether there had been payment in fact.*

Appeal from an order of Atkin, J., rescinding an order of Master Archibald. In June, 1912, John Clark, cashier to Messrs. Procter & Co., Liverpool, was arrested on a charge of stealing the moneys of his employers, and he thereupon instructed the respondent, Thomas Henry Jackson, a solicitor, to defend him before the Liverpool stipendiary magistrate. On 14th June, 1912, Clark signed the following retainer: "I retain and request you to defend me in the criminal proceedings instituted against me by Procter & Co. (Limited), and I agree that you shall receive the nett proceeds of sale of the furniture, amounting to £436 17s., to cover the law charges and disbursements of my defence." The respondent accepted the retainer as follows: "I undertake your defence in the criminal proceedings for the moneys above stated." Civil proceedings were also instituted by Procter & Co. (Limited), against Clark, and in respect of these proceedings he, on 9th July, 1912, retained the respondent, in writing, in the following terms: "I request and retain you to act for me as my solicitor in the above action at the inclusive fee of one hundred guineas, such fee to cover all disbursements until final judgment." This was accepted in the following terms: "I accept your retainer, and undertake the above work at the figure stated, which figure I acknowledge to have received." Clark's furniture was sold, and the proceeds paid to the respondent. Clark pleaded guilty at Liverpool Assizes in October, 1912, and was sentenced. Thomas Robertson Derham, the appellant, was appointed administrator of his property under the Felony Act, 1870, and he instituted these proceedings, having first obtained an assignment of

Clark's rights which had been assigned to the liquidator of Messrs. Procter & Co. (if any). On 4th April, 1914, Master Archibald ordered the above retainers to be set aside or cancelled under sections 8, 9 and 10 of the Solicitors Act, 1870, and ordered the respondent to deliver a bill of costs. On appeal, Atkin, J., rescinded this order. With regard to the civil retainer, the respondent received from a Mr. Mathias a sum of £100, owing to Clark, without his (Clark's) knowledge, but afterwards told him he had done so, and this was the amount the respondent acknowledged in accepting the retainer to have received, as he said, in settlement of the hundred guineas. On the appeal a preliminary objection was taken on behalf of the respondent that the appeal did not lie to the Divisional Court, but to the Court of Appeal, under section 1, sub-section 4, of the Supreme Court of Judicature (Procedure) Act, 1894, as a matter of practice and procedure.

HORRIDGE, J., said that a summons had been taken out to set aside two agreements entered into between a client and a solicitor under section 8 of the Attorneys and Solicitors Act, 1870. An order setting aside the agreements was made by Master Archibald, and on appeal Atkin, J., rescinded the master's order. This was an appeal from the judge's order. A preliminary objection had been taken that they had no jurisdiction to hear this appeal as it was a matter of practice and procedure under section 1, sub-section 4, of the Judicature Act, 1894, and should go to the Court of Appeal. The appellant contends that the order was a "final order," and that the appeal was to this court. It was suggested that there was some arrangement between the solicitors of the parties that the appeal should be heard by this court. With that, however, they had nothing to do, because if the order was not a "final order" they had no jurisdiction to hear the appeal. It seemed to them that the appeal was properly brought here. In *Re Marchant* (52 SOLICITORS' JOURNAL, 316; 1908, 1 K. B. 998) the Court of Appeal held that where an order had been made by a judge in chambers upon an originating summons directing a solicitor to pay a sum of money specified in the summons upon an undertaking given by him, it was not a matter of practice and procedure, and that the appeal lay to the Divisional Court, and not directly to the Court of Appeal. Such an order the court held to be a final and not an interlocutory order. Vaughan Williams, L.J., said: "The present proceeding was an originating summons, which raised the question whether an order ought to be made upon a solicitor to pay a sum of money. It is plain that the judgment on this originating summons is final, for it is a decision which puts an end to the whole question between the parties whichever way the decision may be; under those circumstances it is *primâ facie* not a matter of practice or procedure." If to this judgment of Vaughan Williams, L.J., was applied the decision of the Court of Appeal in *Re Herbert Reeves & Co.* (46 SOLICITORS' JOURNAL, 50; 1902, 1 Ch. 29), it was clear that the present order was a final order. In this last case it was held that the order made on a summons taken out by a client asking for the common order for the delivery and taxation of a solicitor's bill of costs was a final order. It did not, in the opinion of Vaughan Williams, L.J., prevent its being final, that there might be inquiries to be made after the judgment had been delivered, or that there would be taxation and a certificate, and possibly a review of taxation. Therefore, the order in the present case was a final order, and not a matter of practice and procedure, though not made in any action in the High Court in which matters of practice and procedure more generally arose. The order was made, not in an action but in virtue of the special jurisdiction of the court under the Solicitors Act, 1870, and the case was covered by the decisions in *Re Marchant* (*supra*) and also by the case of *Hurby* v. *Wood Advertising Agency* (109 L. T. 946). In the latter case, a writ having been issued by a firm of solicitors without authority, the action was stayed, and one of the partners of the firm was ordered to pay the costs, and an order was made against him for a writ of attachment to issue for non-payment. The court held, on the authority of *Re Marchant* (*supra*), that the appeal was not on a matter of practice and procedure, but a matter arising out of the jurisdiction of the court over solicitors. His only difficulty had been in *Re Oddy* (39 SOLICITORS' JOURNAL, 133; 1895, 1 Q. B. 392). In that case there was a summons for a review of taxation taken out before a judge in chambers by way of appeal from the taxing master, and the summons was held to be a matter of practice and procedure. But he thought that the later cases were so clear that they must follow them in this case, and that they had jurisdiction to hear the appeal.

ROWLATT, J., who delivered judgment to the same effect, referred also to *Watson* v. *Petts* (43 SOLICITORS' JOURNAL, 27; 1899, 1 Q. B. 54), and said it was a great pity that these small points arose on the construction of the rules of the court, and that time and trouble should be taken up with them; he hoped that the Rule Committee might see its way to give some definition of what a "final order" was, and what was one of "practice and procedure," for purposes of appeal.

It was then contended by the appellant that the criminal retainer was not an agreement within the meaning of section 4 of the Attorneys and Solicitors Act, 1870, but only cover for the amount of the costs when ascertained. With regard to the civil retainer, it was contended that, although it was an agreement within the meaning of section 4 of the Attorneys and Solicitors Act, 1870, the costs had not been "paid," and that, consequently, the respondent must send in his bill for taxation. For the respondent it was contended that they had been paid, and the matter could not be reopened under section 10 of the Act, as more than twelve months had elapsed since payment, and also that there were no special circumstances within the meaning of the section.

HORRIDGE, J., having stated the facts, said that section 4 of the Attorneys and Solicitors Act, 1870, enabled a solicitor to make an agreement with his client as to his costs for future services, but such an agreement must be in writing. Section 8 provided that no action should be brought upon such agreement, but that every question respecting its effect or validity should be determined, and the agreement enforced or set aside, by a court or judge, &c.; and by section 9, if it was set aside, the court or judge had power to order it to be cancelled, and to direct that the costs in respect of the matters included therein be taxed in the same manner as if the agreement had not been made. In this case one Clark had embezzled his employers' moneys, and the respondent saw him, and obtained from him the document dated 14th June, 1914. [His lordship read it.] Was that "an agreement in writing . . . respecting the amount and manner of payment for the whole or any part of any . . . future services" within section 4? He did not think it was. It did not refer to a definite amount, as the amount at which the charges were fixed, and if they amounted to more than £436 17s. Clark would have to pay more. It was really cover, to use a well-known phrase, and if it was cover it was not an agreement at all within the meaning of the Act. The result was that the solicitor in this case, not having delivered any bill of costs, and those costs not having been paid, he stood in the position of a solicitor under section 37 of the Solicitors Act, 1843; and although these proceedings were not under that Act, strictly speaking, he thought they could order the master's decision to stand as regarded the bill of costs; for it was not claimed that any bill had been delivered and paid, and it was not necessary therefore to shew any special circumstances. A question then arose with regard to another matter. Proceedings were taken against Clark civilly, and before these proceedings were taken a sum of money had been received by the respondent from a Mr. Mathers on 21st June, 1912, and, when the civil retainer was signed, the respondent was in possession of it. On 9th July, 1912, after he had received that money, he took from Clark the document bearing that date. [His lordship read it.] Counsel for the appellant had not contended that this document was not an agreement under section 4 of the Act of 1870, and he thought it was one. At the foot of the agreement the respondent wrote: "I accept your retainer, and undertake the above work at the figure stated, which figure I acknowledge to have received." In his affidavit he said: "This money was given to me by the said John Clark under the terms of an agreement dated 9th July, 1912. . . . I agreed to defend these proceedings, as appeared from the said agreement, for the sum of £105, and as a matter of fact I received and accepted the said sum of £100." That allegation was not specifically denied in the affidavit in reply filed by Clark and his wife; but Clark said: "I did not pay the £100 to Mr. Jackson as he states. I had told him that a Mr. Mathers owed me over £100, and without my knowledge Mr. Jackson saw Mr. Mathers and got the money from him direct. Mr. Jackson afterwards told me he had received it." Clark was cross-examined on his affidavit before the master, and he said: "I did not agree to pay £105; it was only to protect him. Inback, the respondent's managing clerk, said they would take the costs of the civil proceedings out of the £100 (Mathers')." It might be said that the respondent took £100 in settlement of the £105, but they thought that this part of the matter should go back to the master, to give the respondent another opportunity of shewing whether the £100 was received by him in full satisfaction. There would therefore be an inquiry to ascertain if there was payment. To shew payment it must be proved that when Clark made the payment of £100 he had in his mind his agreement to pay £105, and then ratified it by paying the £100 in discharge of the £105. It would not be sufficient if he paid £100 on account of the £105, as that would leave a balance of £5, and the portion of the bill to be subject to taxation would not be indicated. If the master found that there had been no payment, the order must be that a bill of costs be delivered and taxed. He wished to say that these points were not argued before Atkin, J., and therefore they did not think they were really reversing his decision.

ROWLATT, J., said he was of the same opinion. He was prepared to hold that Clark's administrator under the Felony Act, 1870, was a "person chargeable" under section 37 of the Solicitors Act, 1843, because he was entitled to all the property of the convict out of which the payment or charge had to be made, and in respect of which the convict had been charged. As to the criminal retainer, it was no agreement at all. On the question whether there had been payment under the civil retainer, in his opinion payment meant that the transaction was closed, and that both parties had agreed that £100 was to be the actual sum the solicitor was to receive. Payment was an operation in which both parties took part. When a man "pays himself" out of moneys held by him for his debtor, it must be by mutual agreement, and in this case the Master must find whether the £100 was paid and

accepted with the intention of satisfying that part of the claim. Appeal allowed.—COUNSEL, *J. B. Matthews*, K.C., and *Frampton; J. H. Layton*. SOLICITORS, *Cartwright & Cunningham*, for *Donnison & Edwards*, Liverpool; *Bentley & Jones*, for *Louis E. Menzies & Co.*, Liverpool.

[Reported by W. I. L. BEIL, Barrister-at-Law.]

# New Orders, &c.

## Copyright in the United States.

The *London Gazette* of the 5th February contains the following Order in Council, dated 3rd February :—

Whereas by a Proclamation of the President of the United States of America, dated the 9th April, 1910, the benefits of the United States Act of 1909, entitled "An Act to amend and consolidate the Acts respecting Copyright," were extended to the Subjects of Great Britain and her Possessions, but no provision was made therein for the protection of the musical works of British Subjects against reproduction by means of mechanical contrivances :

And whereas His Majesty is advised that the Government of the United States of America has undertaken, upon the issue of this Order, to grant such protection to the musical works of British Subjects :

And whereas by reason of these premises His Majesty is satisfied that the Government of the United States of America has made, or has undertaken to make, such provision as it is expedient to require for the protection of works entitled to Copyright under the provisions of Part 1 of the Copyright Act, 1911 :

And whereas by the Copyright Act, 1911, authority is conferred upon His Majesty to extend, by Order in Council, the protection of the said Act to certain classes of foreign works within any part of His Majesty's Dominions, other than self-governing Dominions, to which the said Act extends :

And whereas it is desirable to provide protection within the said Dominions for the unpublished works of Citizens of the United States of America :

Now, therefore, His Majesty, by and with the advice of His Privy Council, and by virtue of the authority conferred upon him by the Copyright Act, 1911, is pleased to order, and it is hereby ordered, as follows :—

1. The Copyright Act, 1911, including the provisions as to existing works, shall, subject to the provisions of the said Act and of this Order, apply—

(*a*) to literary, dramatic, musical and artistic works the authors whereof were at the time of the making of the works Citizens of the United States of America, in like manner as if the authors had been British Subjects :

(*b*) in respect of residence in the United States of America, in like manner as if such residence had been residence in the parts of His Majesty's Dominions to which the said Act extends.

Provided that—

(i) the term of Copyright within the parts of His Majesty's Dominions to which this Order applies shall not exceed that conferred by the law of the United States of America :

(ii) the enjoyment of the rights conferred by this Order shall be subject to the accomplishment of the conditions and formalities prescribed by the law of the United States of America :

(iii) in the application to existing works of the provisions of Section 24 of the Copyright Act, 1911, the commencement of this Order shall be substituted for the 26th July, 1910, in subsection 1 (*b*).

2. This Order shall apply to all His Majesty's Dominions, Colonies and Possessions, with the exception of those hereinafter named, that is to say :—

The Dominion of Canada.
The Commonwealth of Australia.
The Dominion of New Zealand.
The Union of South Africa.
Newfoundland.

3. This Order shall come into operation on the 1st day of January, 1915, which day is in this Order referred to as the commencement of this Order.

And the Lords Commissioners of His Majesty's Treasury are to give the necessary orders accordingly.

## Inquiry into the English Legal Departments.

The Royal Commission on the Civil Service will proceed next Thursday with the final portion of its inquiry, that relating to the legal departments, taking, in the first place, the English departments. The inquiry applies to the method of making appointments to and promotions in the legal departments, and to the questions whether the existing scheme of organisation meets the requirements of the public service. It does not include questions of judicial or legal procedure.

If any person desires to bring to the notice of the Commission any matter (within these terms of reference) he should submit before 1st March a written statement, addressed to the Secretary, Mr. E. W. H. Millar, at 5, Old Palace-yard, S.W.

# Societies.

## The Union Society of London.

The weekly meeting of the Society was held at Lecture-room B, 3, King's Bench-walk, Temple, on Wednesday night last, Mr. J. H. Coram, the vice-president, being in the chair. Mr. Stevens proposed : "That the closing of public-houses in time of war is an urgent necessity." There also spoke : Messrs. Sanders, Edison Thomas, Rogers-Tillstone, Counsell, Baker, and Marshal.

The motion was lost.

## Stockport Incorporated Law Society.

The annual meeting of the above society was held at the Court House, Stockport, on Thursday, the 4th inst.

Mr. William Johnston was re-elected president, for the third year in succession. From the committee's report it appears that the procedure under the Rules of the Supreme Court (Poor Persons), 1914, is being made use of locally through the district registrar, and that the majority of such cases passing through his hands relate to divorce. Since the commencement of the war, weekly collections have been made through the society from the various solicitors' offices in the town, for the local War Relief Fund, and such collections have amounted to the present to the sum of £95 14s. 2d. Three articled clerks serving with solicitors in Stockport and nine unarticled clerks employed with the Stockport solicitors have joined His Majesty's Forces. It was announced at the meeting that Mr. William Johnston had given to the society a sum of £50 to provide a prize (to be known as "The Johnston Prize") to be awarded to clerks articled to solicitors practising in Stockport who attain a high standard of merit in their final examination.

## The Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 4th inst., Mr. Percy E. Marshall in the chair. The other directors present were Mr. T. H. Gardiner, Mr. F. W. Emery, Mr. A. Toovey, Mr. Mark Waters, Mr. C. F. Leighton, Mr. J. E. W. Rider, Mr. W. M. Woodhouse, and the secretary, Mr. E. E. Barron. A sum of £77 was voted in relief of deserving cases, thirty new members were elected, and other general business was transacted.

## United Law Society.

A meeting was held on Monday, the 8th inst., at 3, King's Bench-walk, Temple, E.C., Mr. T. Hynes being in the chair. Mr. C. P. Blackwell moved : "That the case of *Joseph Travers & Sons (Limited) v. Cooper* (L. R. 1 K. B. 73) was wrongly decided." Mr. W. Evill opposed. The motion was lost by 1 vote.

## Solicitors' Benevolent Association.

The directors held their usual monthly meeting at the Law Society, Chancery-lane, on the 10th inst., Mr. William C. Blandy (Reading) in the chair, the other directors present being Messrs. L. B. Carslake, T. S. Curtis, Thomas Dixon (Chelmsford), W. Dowson, H. Fulton (Salisbury), W. E. Gillett, C. Goddard, W. H. Gray, J. R. B. Gregory, L. W. North Hickley, C. G. May, E. F. Oldham, H. H. Scott (Gloucester), R. S. Taylor, Maurice A. Tweedie, and W. Melmoth Walters. Grants to the amount of £315 were made to poor and deserving cases. Four new members were admitted and other general business transacted.

# Courts for Women.

At the rooms of the New Constitutional Society for Women's Suffrage, 8, Park Mansions-arcade, Knightsbridge, on Tuesday, says the *Times*, Miss G. Hopkins, who has come from America to inquire into the working of the courts here, gave an address on "Work that Women are Doing in the Courts of the United States of America."

Miss Hopkins said that in New York a court devoted exclusively to the cases of women and girls sits both day and night, and all cases of minor offences of girls and women (soliciting, petty larceny, &c.) are brought before it. The magistrates are assisted by women probation officers, and women found guilty are registered by the Bertillon system. Thus the expense of repeated re-arrests in many districts is avoided.

In Philadelphia when the night court was started in Central Station three years ago Miss Hopkins and her voluntary workers were the only women in the court. They afterwards secured a trained woman agent to take charge. All women's cases are now brought to Central Court, where women agents attend day and night and at the direction of the magistrates take the girls of whom nothing criminal is known to Cuthbert House on remand. All cases brought to the house are mentally and physically examined, and by acting as a clearing house and sending them to institutions the spread of disease is controlled. Work is found for those capable and their progress recorded. In January, 1914, a municipal court was created in Philadelphia divided into five branches—namely, Domestic Relations, Juvenile, Petty Criminal, Civil, and the Court of Morals (which has not yet come into effect). No summons or warrant can be issued from the Court of Domestic Relations before the

case has been considered by the probation department. If no adjustment is possible an order for a summons is given. In one year over 15,300 cases were dealt with in Philadelphia, of which 12,192 were settled without issuing warrants.

## Trial by Jury.

The following correspondence arising out of Lord Parmoor's speech on the Defence of the Realm Consolidation Act, 1914, Amendment Bill, in which he referred to trial of a man by a jury of his peers as established by the Great Charter, has appeared in the *Times* of the 6th, 8th, and 9th inst.:—

Sir,—To the modern historian it must seem strange to see the old popular conception of *Magna Carta* and its provisions suddenly finding vent, not only in leading articles, but even in the speech of so learned a lawyer as Lord Parmoor, when moving the second reading of his Bill in the House of Lords. The standard work on the Great Charter, Mr. McKechnie's *Magna Carta*—I quote from the revised second edition (1914)—deals thus with its alleged safeguard of trial by jury:—

> One persistent error, adopted for many centuries, and even now hard to dispel, is that the Great Charter guaranteed trial by jury. This belief is now held by all competent authorities to be unfounded. . . . *Magna Carta* did not promise "trial by jury" to anyone. . . . The source of this error was the identification of jury trial with the *judicium parium* . . . the main, if not the sole, ground on which this traditional error has been based. The mistake probably owes its origin to a tendency of later generations to explain what was unfamiliar in the Great Charter by what was familiar in their own experience.

The late Professor Maitland's words are no less decisive. In the "History of English Law" he wrote that:—

> In after days it was possible for men to worship the words "nisi per legale iudicium parium suorum vel per legem terrae" (cap. 39), because it was possible to misunderstand them. . . . it is now generally admitted that the phrase *judicium parium* does not point to trial by jury . . . in course of time the cry for a *iudicium parium* is (to the great distortion of history) supposed to find its satisfaction in trial by jury.

Probably these quotations will suffice. J. H. ROUND.

Sir,—I should be unwilling to enter into any controversy with Dr. J. Horace Round on the true meaning and teaching of *Magna Carta*. No such controversy is possible within the limits of a letter.

Every one will recognise the authority of the writers to whom he refers, but it is legitimate to think that there has not been a persistent error for centuries, and that modern historians have no assured monopoly of accurate historical analysis.

The imperishable value of the principle of *judicium parium* is that it stood and stands as a protest and safeguard against direct interference with justice by the agents of sovereignty, whether judges or officers. This appears to me to be the essential feature of trial by jury, and it is on this ground that I have persistently opposed every suggestion for its curtailment. No one would quote *Magna Carta* as a text-book on jury trial.

It is well that attention should be called to such points as Dr. Round raises. It is peculiarly a time at which the sacrifice of principle is popular. This is justified on the ground of temporary expediency. If, however, great principles are sacrificed without certain proof of necessity, their authority is immediately weakened, and there is no guarantee for their reinstatement on their former pedestal or that the spirit of reverence and respect can be recreated. PARMOOR.

Sir,—It is often forgotten that these words [*judicium parium*] do not stand alone in the Great Charter, but have a material context. The whole phrase is "per legale judicium parium suorum vel per legem terrae." What is guaranteed is not trial by a man's peers absolutely, but trial by his peers "or by the law of the land"—that is, by some lawful and regular manner of procedure. Therefore, whatever may be the exact meaning of "parium suorum" (which cannot be trial by jury, for the simple reason that nothing resembling the jury of trial as we know it was yet in existence), the clause as a whole was, in modern terms, a due process of law clause, and in spirit anticipated the constitutional provisions which have long been familiar in the United States. Thus Lord Parmoor is fairly justified in substance. It may be said that for us at this day *lex terrae* includes all tribunals and authorities created by Parliament. That was certainly not the medieval view. Whether a common jury would be more just or merciful than a court-martial at a time of public excitement is again another question.

It may be observed that the association of *parium suorum* with the jury is not a modern invention. About the end of the thirteenth century a knight indicted for felony claimed a jury of knights, and the claim was allowed. Any following of this authority would have led to endless confusion. Happily it slumbered in manuscript till the Year Books of Edward I. were taken in hand by the late Mr. Horwood.

FREDERICK POLLOCK.

Lincoln's Inn, 8th February.

# Law Students' Journal.

## Law Students' Society.

UNIVERSITY OF LONDON, LAW STUDENTS' SOCIETY.—At a meeting held on Tuesday, 9th February, 1915, at University College (Mr. R. F. Levy, president, in the chair), the subject for debate was "That all adult bachelors should be taxed." Mr. H. Todd Thornbery, B.Sc., opened in the affirmative, and Mr. J. L. M. Perez in the negative. The president and the following members also spoke:—Messrs. E. W. Goodale, C. F. Inniss, P. A. Wood, T. Francoudi, H. P. Wells, E. M. Duke, F. Bradbury and A. A. Carreras. The leaders replied, and, on the motion being put to the meeting, it was lost by one vote.

# Obituary.

## Mr. T. Duerdin Dutton.

Mr. T. DUERDIN DUTTON, solicitor, who was admitted in 1872, and was well known as an advocate in the criminal courts, died on Sunday, the 7th inst., from pneumonia, after a very short illness. During Mr. Dutton's practice of over forty years he was engaged in many of the most celebrated cases in the criminal courts. He defended Lefroy, who was executed for the murder of Mr. Gold on the Brighton Railway. He was in his sixty-ninth year, and leaves a son, who is fighting in France.

On taking his seat at the Westminster Police Court on Monday, Mr. Francis said he thought he might with propriety, certainly with all sincerity, say how shocked he was to hear of Mr. Dutton's sudden death. They had invariably derived the greatest possible assistance from Mr. Dutton's long and varied experience in these courts.

## Deaths on Service.

Capt. HORACE FALKLAND HERD, 3rd Battalion, Royal Welsh Regiment, was killed in action on 19th December. He was admitted a solicitor in 1910, and for four years previous to joining his regiment had been assistant clerk and solicitor to the magistrates of the Lower Agbrigg Division of the West Riding of Yorkshire, sitting at Wakefield. Capt. Herd served in the South African War, receiving the Queen's medal, with five clasps.

Mr. LEONARD TAYLOR DICKINSON, of Messrs. J. L. Dickinson & Sons, Weston-super-Mare, has been killed in action at Ypres, whilst serving as a trooper in the North Somersetshire Yeomanry. Mr. Dickinson was admitted in 1911.

Lieut. FREDERICK BRIAN ARTHUR FARGUS, a member of the firm of Clayton, Son, & Fargus, of 10, Lancaster-place, Strand, W.C., was killed in action whilst serving with the British Expeditionary Force on 1st January. He was commanding the machine gun section of the 9th Battalion, London Regiment (Queen Victoria's Rifles). He was admitted in 1911.

Capt. THOMAS HERBERT RICHMOND died on 1st November, at the Base Hospital at Boulogne, of wounds received in action. Capt. Richmond, who had been serving with the King's Own Yorkshire Light Infantry, was admitted in 1908. He had been articled to Mr. J. E. Bolton, of Kendal, and afterwards to Mr. H. Pennington, of 64, Lincoln's Inn-fields, W.C. After being admitted he returned to Kendal for a short time, and then received an appointment with Messrs. Orr, Wignam, & Co., of Calcutta.

Mr. ALBERT VICTOR JONES, admitted in 1912, was killed in action near Wulverghem, in Belgium, on 25th November. He was a managing clerk in the office of Messrs. William Sturges & Co., of Caxton House, Westminster, with whom he had been articled.

Mr. LEONARD VANE TURNER was killed in action on 21st December, whilst serving as a private in the 14th Battalion, County of London Regiment (The London Scottish). He served his articles with Mr. S. H. Turner, of 69, Aldermanbury, E.C., and was admitted in October, 1913.

Lieut. GEORGE THOMPSON, of the firm of Greenway, Sons, & Thompson, of Plymouth, died at the Military Hospital, Devonport, on 16th January. He had been serving with No. 2 Heavy Battery, Devonshire R.G.A. Mr. Thompson was admitted in 1905.

Capt. HAROLD WILSON, 4th Wessex Brigade, R.F.A., has died, as the result of a shooting accident, in India. He served his articles with Mr. Edward Windeat, of Totnes, and was admitted in 1913. He practised at Dock House, Billiter-street, E.C.

Lieut. JOHN RICHARD BAGGALLAY WEEDING has been killed in action at Ypres, whilst serving with the Royal Welsh Regiment. He was admitted a solicitor in 1906, and was a member of the staff of the Surrey County Council at Kingston. On the outbreak of the war he joined the Royal Flying Corps, and later received a commission in the Royal Welsh Regiment.

Lieut. KENNETH HILL IVES, 8th Battalion, West Yorkshire Regiment, died of pneumonia at the R.A.M.C. Hospital, York, on 14th December. He was articled to Mr. A. W. Willey, of Leeds, and admitted in June, 1914.

# Legal News.

## Changes in Partnerships.

### Dissolutions.

CHARLES LEOPOLD SAMSON, MORETON JOHN RILEY, ARTHUR NEWMAN, THOMAS BRANDON, FREDERICK LANG, JAMES KERSHAW, and HAROLD SLANEY KERSHAW, solicitors (Grundy, Kershaw, Samson & Co.), 31, Booth-street, and 15 Fountain-street, in the city of Manchester, and 6, Austin Friars, in the city of London. January 24. So far as regards the said Arthur Newman; the said Charles Leopold Samson, Moreton John Riley, Thomas Brandon, Frederick Lang, James Kershaw and Harold Slaney Kershaw will continue to carry on the said business in partnership under the style or firm of Grundy, Kershaw, Samson & Co. as heretofore. [*Gazette*, Feb. 5.

WILLIAM CRAWLEY, EDWIN COURTNEY WALKER, and JOSEPH PHILLIPS CRAWLEY, notaries and translators (Grain & Sons, Scorer & Harris, and Harrison Brothers), 9, Bishopsgate, in the city of London, and as Scorer & Harris at 53 and 54, Chancery-lane, in the administrative county of London. December 31, 1913. The said Edwin Courtney Walker and Joseph Phillips Crawley have since the said date continued and will in future continue to carry on the said business at the said addresses under the said styles or firms. [*Gazette*, February 9.

## General.

Colonel Kyffin Taylor, Unionist M.P. for the Kirkdale Division, Liverpool, has applied for the Chiltern Hundreds, owing to pressure of military work. He is the commander of the Divisional Artillery, West Lancashire Reserve.

At Enfield Police Court, on Monday, says the *Times*, Stanley Warren White, 17, a student of wireless telegraphy, living at Church-street, Enfield, was charged on remand with having in his possession and control, without the written permission of the Postmaster-General, a complete wireless installation. Evidence was given that on 28th January the police saw the prisoner on the roof of his house, and officers entered the premises. A policeman got on to the roof and found an insulator with copper wire attached to a flagstaff. Another was attached to a chimney-pot at the telephone exchange premises near. Expert witnesses stated that the apparatus was capable of sending and receiving messages from eight to ten miles. If a crystal had been fitted messages could be tapped from Germany and all the Admiralty ships. The magistrate imposed a fine of £7 and costs, and said part of the blame attached to the boy's father for not having warned his son. People could not be allowed to play about with wireless telegraphy during the war.

Mr. McKenna, in reply to Mr. W. Thorne, says that his attention had been called to the case at the Middlesex Sessions last Saturday in which the wife of a soldier of the Scots Guards, wounded from the front, was sentenced to four months' imprisonment for defrauding the Soldiers' and Sailors' Families' Association. He adds:—I find that the court reduced the sentence of four months to one month; but the exceptional and distressing circumstances attending the case, and the fact that the prisoner bore a good character prior to this conviction, have led me to the conclusion that the case is one in which, without questioning the decision of the court, I should be justified in recommending His Majesty, as a special act of clemency, to remit the remainder of the sentence.



# Court Papers.

## Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Emergency Rota. | Appeal Court No. 1 | Mr. Justice Joyce. | Mr. Justice Warrington. |
|---|---|---|---|---|
| Monday Feb. 15 | Mr. Church | Mr. Borrer | Mr. Leach | Mr. Goldschmidt |
| Tuesday ..... 16 | Farmer | Leach | Goldschmidt | Bloxam |
| Wednesday .. 17 | Synge | Goldschmidt | Church | Farmer |
| Thursday .... 18 | Jolly | Farmer | Greswell | Church |
| Friday ..... 19 | Bloxam | Church | Jolly | Greswell |
| Saturday .... 20 | Greswell | Synge | Borrer | Leach |

| Date. | Mr. Justice Neville. | Mr. Justice Eve. | Mr. Justice Sargant. | Mr. Justice Astbury. |
|---|---|---|---|---|
| Monday Feb. 15 | Mr. Synge | Mr. Greswell | Mr. Jolly | Mr. Farmer |
| Tuesday .... 16 | Borrer | Church | Greswell | Synge |
| Wednesday .. 17 | Jolly | Leach | Borrer | Bloxam |
| Thursday .... 1 | Bloxam | Borrer | Synge | Goldschmidt |
| Friday ..... 1 | Goldschmidt | Synge | Farmer | Leach |
| Saturday .... 20 | Farmer | Jolly | Bloxam | Church |

# The Property Mart.

## Forthcoming Auction Sale.

February 18.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2: Absolute Reversions, Shares, &c. (see advertisement, back page, this week).

February 18.—Messrs. Stimson & Sons, at the Mart, at 2: Freehold and Leasehold Ground Rents (see advertisement, back page Feb. 6).

# Winding-up Notices.

## JOINT STOCK COMPANIES.

### Limited in Chancery.

*London Gazette.*—Friday, Feb 5.

"A 1" Co-operative Shipping and Tourist Society, Ltd.—Creditors are required, on or before Feb 22, to send their names and addresses, with particulars of their debts or claims, to Alfred Barnett, 3, New Oxford st, liquidator.

Durham Coke and Bye-Products Co, Ltd.—Creditors are requ'red, on or before Feb. 19, to send their names and addresses, and the particulars of their debts or claims, to A. Lewis Swindells, 20, Mount st, Manch ster, liquidator.

Equitable Contract Corporation, Ltd.—Creditors are required, on or before Feb 20 to send their names and addresses, and the particulars of their debts or claims, to Mr. Oliver Sunderland, Commercial Chmbrs, 53, Corporation st, Manchester, liquidator.

Middleton Oil Co of Ohio, Ltd.—Creditors are requir'd, on or before Mar 19, to send their names and addresses, and the particulars of their debts or claims, to Stanley Freestone Cornish, 5, Fenchurch st, liquidator.

Nilambur Rubber Estates, Ltd.—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Mr. Reginald Norton Dawson, 356-9, Winchester house, Old Broad st, liquidator.

Shuttleworths, Ltd (in Voluntary Liquidation).—Creditors are required, on or before Mar 8, to send their names and addresses, and particulars of their debts or claims, to Fred Goulding Schofield, 16, Clegg st, Oldham, liquidator.

## JOINT STOCK COMPANIES.

### Limited in Chancery.

*London Gazette.*—Tuesday, Feb. 9.

Bridgwater Rink and Club, Ltd.—Creditors are required, on or before Feb 24, to send their names and addresses, and the particulars of their debts or claims, to E. W. Helps, Bank chmbrs, Bridgwater, liquidator.

Hackney Furnishing Co, Ltd.—Creditors are required, on or before Mar 20, to send their names and addresses, and the particulars of their debts or claims, to George Ernest Sendell, 36, Walbrook, liquidator.

Richards & Co (Bridgwater), Ltd.—Creditors are required, on or before Feb 24, to send their names and addresses, and the particulars of their debts or claims, to E. W. Helps, Bank chmbrs, Bridgwater, liquidator.

Sir H. W. Tricketт, Ltd.—Creditors are required, on or before Mar 1, to send their names and addresses, and the particulars of their debts or claims, to J. H. Lord, Bank bldgs, Bacup, liquidator.

T Trulock Harriss, Ltd.—Creditors are required, on or before Mar 12, to send their names and addresses, and the particulars of their debts or claims, to Gilbert Reginald Cole, 71 & 72, Jermyn st, liquidator.

# Resolutions for Winding-up Voluntarily.

*London Gazette.*—Friday, Feb. 5.

E. E. Adams & Co, Ltd.
National Fire Protection Corporation, Ltd.
Liskeard Steam Laundry Co, Ltd.
Allen Jessop & Sons, Ltd.
Whidbourne & Lishman, Ltd.
Henderson and Forbes Gold Mining, Co, Ltd.
Impregnated Linen Co, Ltd.
South Western Motor Co, Ltd.
William Rose & Co (London), Ltd.
F. A. Reed & Co. Ltd
John Nettlefold & Co, Ltd.
Durham Coke and Bye-Products Co, Ltd.,
Bristol Engineering Co, Ltd.
Hernotte Four Roll Malt Mill, Ltd.
Alluwe Oil Syndicate, Ltd.
Middleton Oil Co of Ohio, Ltd.
Prismatic Wood Paving Co, Ltd.
General Produce Co. (1913), Ltd.
F. W. Lippmann, Ltd.
Colonial and Counties Training Farms, Ltd.

*London Gazette.*—Tuesday, Feb. 9.

Quebec Graphite Co. Ltd.
Automobile Consolidated Alliance, Ltd.
Volta Co, Ltd.
Universal Film Co, Ltd.
Realty Holdings, Ltd.
West African Rubber, Oil, Gold and Stores Syndicate, Ltd.
Rome Shipping Co, Ltd.
H. Trulock Harriss, Ltd.
Biddulph, Bradley Green and Black Bull Gas Co, Ltd.
Samarinda Trading Co, Ltd.
G.M. Oilfields, Ltd.
Chorley Weaving Co, Ltd.
Sir H. W. Tricketт, Ltd.
Killby, Bligh & Co, Ltd.
Burt & Potts, Ltd.

# Creditors' Notices.

## Under 22 & 23 Vict. cap. 35.

Last Day of Claim.

*London Gazette.*—Friday, Feb. 5.

Ackland, Mary Elizabeth, Gloucester rd, Palace gate, Kensington Mar 12 Warren & Warren, Great James st
Andrew, Amelia Augusta, St Leonards on Sea Mar 5 Foster & Co, Norwich
Ashby, Richard Desmond, Cheltenham, Dental Surgeon Mar 1 Rickerby & Co Cheltenham
Barry, Fanny, Cheyne walk, Chelsea Mar 10 Nisbet & Co, Lincoln's inn fields
Beech, Edwin, Lamberhurst, Kent Mar 5 Gower, Tunbridge Wells
Biddle, Ann, Birmingham Mar 19 Lane & Co, Birmingham
Brierley, Henry Walford Vicary, Liverpool Mar 25 Cleaver & Co, Liverpool
Browne, John Laing, Sunderland Mar 1 Steel & Co, Sunderland
Bryan, Margaret Davis, Boscombe, Bournemouth Mar 6 Preston & Francis, Bournemouth
Clark-Kennedy, Charlotte Isabella, West Eaton pl April 1 Collyer-Bristow & Co, Bedford row
Conant, Henry John, J.P., Thurloe ct, Pelham cres Mar 5 Warren & Co, Bloomsbury sq
David, Thomas Morgan, late Engineer-Commander of H.M.S. "Hawke" Mar 1 Prance & Prance Plymouth
Davies, Annie, Llandrindod Wells, Radnor Feb 20 Oliver, Llandrindod Wells
Dondavand, Edgar John, Plymstock, Devon April 1 Wolferstan, Plymouth
Emery, Arthur John, Walham Green, Fulham Mar 5 Hanson & Smith, Hammersmith rd
Eyre, Lewis Joseph, Wimbledon, Surrey Mar 5 Donaldson, Bloomsbury pl
Foster, Edna, Halifax Feb 16 Moore & Shepherd, Halifax
Gillum, Leonora Georgiana, Pembridge pl, Bayswater Feb 28 Beaumont & Son, Gresham house, Old Broad st
Green, Elizabeth, Oxford Mar 25 Hazel & Baines, Oxford
Harris, Henrietta, Old Ford rd, Bethnal Green Mar 6 Russell, Bexley Heath
Hillman, Arthur Edward Elers, Hyde Park mans, Solicitor Mar 10 Verrall & Sons, Worthing
Hobbs, Frederick John, Beltinge, Kent, Builder Mar 5 Annesley, Herne Bay
Hollely, John, Worksop Feb 28 Clay & Robinson, Worksop
Howlett, Katherine, Aylsham, Norfolk Mar 10 Purdy & Holley, Aylsham
Hull Elizabeth Maria, Great Yarmouth Mar 1 Preston & Son, Norwich
Hughes, James Ford, Cheyne gdns, Chelsea Mar 17 Robins & Co, Lincoln's inn fields
Hunter, Edward, Emneth, Norfolk, Farmer Mar 17 Fraser & Woodgate, Wisbech
Jones, Thomas, Shrewsbury, Salop, MRCS Mar 6 Waddy & Kelsey, Finsbury pvmt
Jurd, William, Southampton Mar 12 Moberly & Wharton, Southampton
Kelly, Louisa, Tunbridge Wells Mar 26 Cheale & Son, Tunbridge Wells
Lindhe, Johan Alfred, Bournemouth Mar 6 Preston & Francis, Bournemouth
Long-Sutton, Alma, Dunston, nr Norwich Mar 1 Preston & Son, Norwich
Madoc, Margaret Jane, Reading Mar 15 Johnson & Co, Birmingham
Masterman, George Hughes, Boxmoor, Herts Mar 16 Masterman & Everington, Pancras ln
Mathwin, George, Newcastle upon Tyne, Merchant Mar 15 Ingledew & Fenwick Newcastle upon Tyne
Maule, Ellen Emma Augusta, Dover Mar 20 Lewis & Pain, Dover
McKenzie, Frances, Harbledown, Canterbury Mar 6 Hickson, Moorgate st
Podmore, William Robert Handsley, West Derby, Liverpool, Agent Mar 1 Lowndes & Co, Liverpool
Priestley, Elizabeth, Holmfield, Halifax Mar 20 Jubb & Co, Halifax
Priestley, Robert, Holmfield, Halifax Mar 20 Jubb & Co, Halifax
Redding, Elizabeth, Hughenden, Bucks Mar 10 Charsley, Beaconsfield
Salthouse, Thomas Brockbank, Bradford, Solicitor Mar 1 Hammond, Bradford
Sarjeant, Joseph Frederic, Loughborough, Leicester, Farmer Mar 19 C W & F H Toone, Loughborough
Sewell, Edward Harry, St Leonards on Sea Mar 22 Rowe & Wilkie, Wool Exchange, Basinghall st
Shingleton, Mary Jane, Ilford, Essex Mar 22 Bransbury, Pancras ln
Spanton, George, Hoveton St John, Norfolk, Blacksmith Feb 28 Stevens & Co, Norwich
Stephenson, Daniel, Gildersome, Yorks, Grocer Feb 16 Middlebrook, Leeds
Tucker, William, Morriston, Swansea Mar 1 Thomas, Swansea
Unwin, Annie, Croydon Mar 17 Morris, King William st
Wakefield, George, Hanham, Glos, Farmer Mar 17 Watkins, Bristol
Wilson, Agnes, Gross in Hand, Sussex Mar 1 Champion & Co, Brighton
Winder, Henry, Ilkley, Yorks Mar 1 Scott & Turnbull, Leeds
Winder, Mary Jane, Ilkley, Yorks Mar 1 Scott & Turnbull, Leeds
Wright, Mary, Carlisle Feb 28 Philipson & Co, Newcastle upon Tyne

# Bankruptcy Notices.

*London Gazette.*—FRIDAY, Feb. 5.

RECEIVING ORDERS.

ASPIN, ISAAC, Pudsey, Yorks, Commercial Traveller Leeds Pet Feb 2 Ord Feb 2

BARLOW, JOSEPH, Middlewich, Cheshire, Hairdresser Nantwich Pet Feb 3 Ord Feb 3

BAYLIS, HERBERT JOHN, Evesham, Worcester, Grocer Worcester Pet Feb 1 Ord Feb 1

BUDD, ALBERT HERBERT, Middlesbrough, Grocer Middlesbrough Pet Jan 18 Ord Feb 2

CLEMENT, JOHN HENRY, Maidstone, Butcher Maidstone Pet Feb 3 Ord Feb 3

DEITCHMAN, ISRAEL, Short st, Spitalfields, Poultry Salesman High Court Pet Feb 3 Ord Feb 3

ELTON, SYDNEY MARK Alderholt, Dorset, Builder Poole Pet Feb 2 Ord Feb 2

FRANK, GEORGE FREDERICK, Great Driffield, Yorks, Brick Manufacturer Kingston upon Hull Pet Feb 3 Ord Feb 3

HAWTHORN, FREDERICK, Manchester, Smallware Manufacturer's Agent Manchester Pet Feb 2 Ord Feb 2

JOHNSON, ALBERT, Burslem, Cycle Maker Hanley Pet Feb 3 Ord Feb 3

JOHNSTON, JANE, Birkenhead, Chester, Draper Birkenhead Pet Jan 11 Ord Feb 1

MATTERSON, ROBERT ERNEST, Chertsey, Surrey, Butcher Kingston, Surrey Pet Feb 3 Ord Feb 3

MORRIS, FRANK, Wellington, Somerset, Farrier Taunton Pet Feb 3 Ord Feb 3

SCLATER, WILLIAM HENRY, Exeter, Fruit Salesman Exeter Pet Feb 2 Ord Feb 2

SHELTON, CHARLES HENRY, Ruddington, Notts, Wheelwright Nottingham Pet Feb 3 Ord Feb 3

SMITH, BRADLEY PASS, Bowdon, Chester, Plumber Manchester Pet Feb 2 Ord Feb 2

SPIEGEL & Co, E, New Broad st High Court Pet Dec 11 Ord Feb 1

STRAKER, ROBERT, New Delaval, Northumberland, Grocer Newcastle upon Tyne Pet Feb 2 Ord Feb 2

SULLEY, EDWARD HARRISON, Sneinton, Nottingham, Seed and Bulb Merchant Nottingham Pet Feb 2 Ord Feb 2

TATTERSALL, JAMES WILLIAM, and TOM WHITAKER TATTERSALL, Kimberley rd, Willesden ln, Electrical Engineers High Court Pet Feb 1 Ord Feb 1

THOMAS, GLYN, Swansea, Accountant Swansea Pet Jan 21 Ord Feb 1

WADE, MARTHA ELIZABETH, Huddersfield Huddersfield Pet Jan 11 Ord Feb 2

FIRST MEETINGS.

ASPIN, ISAAC, Pudsey, Yorks, Commercial Traveller Feb 12 at 10.30 Off Rec, 24, Bond st, Leeds

AVES, FRANK HOWARD, Great Shelford, Cambridge, Merchant Feb 12 at 12 Off Rec, 5, Petty Cury, Cambridge

BARLOW, JOSEPH, Middlewich, Chester, Hairdresser Feb 12 at 12 Off Rec, King st, Newcastle, Staffordshire

BLUM, BESSIE, Higher Broughton, Salford Feb 12 at 3.30 Off Rec, Byrom st, Manchester

BRUCE, ROBERT, Sale, Cheshire, Commercial Traveller Feb 12 at 3 Off Rec, Byrom st, Manchester

DAVIES, ARTHUR LLEWELLYN, Mount Pleasant, Swansea, Master Mariner Feb 13 at 11 Off Rec, Government bldgs, St Mary st, Swansea

DAVIES, CHARLES JOHN, Fleetwood, Lancs, Fish Merchant Feb 12 at 11.45 Temperance Hall, Pembroke Dock

DAVIES, SARAH JANE, Worcester Feb 15 at 3 Off Rec, 11, Copenhagen st, Worcester

DEITCHMAN, ISRAEL, Short st, Spitalfields, Poultry Salesman Feb 15 at 12 Bankruptcy bldgs, Carey st

ELTON, SYDNEY MARK, Alderholt, Dorset, Builder Feb 13 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton

GARD, JOSEPH, Chulmleigh, Devon, Farmer Feb 18 at 3.15 94, High st, Barnstaple

HARDY, ANNIE, Ashbourne, Married Woman Feb 12 at 12 Off Rec, 12, St Peter's churchyard, Derby

HAYES, ALBERT THOMAS, Ebbw Vale, Mon, Boot Dealer Feb 13 at 11 Off Rec, 144, Commercial st, Newport, Mon

KAISER, SIGMUND, Normanton, Yorks, Jeweller, etc Feb 12 at 11 Off Rec, 21, King st, Wakefield

SPIEGEL & Co, E, New Broad st Feb 17 at 11.30 Bankruptcy bldgs, Carey st

TATTERSALL, JAMES WILLIAM, and TOM WHITAKER TATTERSALL, Kimberley rd, Willesden ln, Electrical Engineers Feb 12 at 12 Bankruptcy bldgs, Carey st

WHALLEY, ALBERT, Darwen, Iron Erector Feb 13 at 11 Off Rec, 13, Winckley st, Preston

ADJUDICATIONS.

ASPIN, ISAAC, Pudsey, Yorks, Commercial Traveller Leeds Pet Feb 2 Ord Feb 2

BARLOW, JOSEPH, Middlewich, Cheshire, Hairdresser Nantwich Pet Feb 3 Ord Feb 3

BAYLIS, HERBERT JOHN, Evesham, Worcester, Grocer Worcster Pet Feb 1 Ord Feb 1

BOWIE, HENRY DRUMMOND, Bromley, Kent, Ironmonger Croydon Pet Jan 16 Ord Jan 30

CLEMENT, JOHN HENRY, Maidstone, Butcher Maidstone Pet Feb 3 Ord Feb 3

DAVIES, WALTER MEREDITH, Epping, Essex, Licensed Victualler High Court Pet Jan 15 Ord Feb 1

DEITCHMAN, ISRAEL, Short st, Spitalfields, Poultry Salesman High Court Pet Feb 3 Ord Feb 3

ELTON, SYDNEY MARK, Alderholt, Dorset, Builder Poole Pet Feb 2 Ord Feb 2

FRANK, GEORGE FREDERICK, Great Driffield, Yorks, Brick Manufacturer Kingston upon Hull Pet Feb 3 Ord Feb 3

HANCY, ALFRED, Bungay, Suffolk, Coal Merchant Great Yarmouth Pet Jan 13 Ord Feb 1

HAWTHORN, FREDERICK, Manchester, Agent Manchester Pet Feb 2 Ord Feb 2

JOHNSON, ALBERT, Burslem, Cyclemaker and Agent Hanley Pet Feb 3 Ord Feb 3

KAISER, SIGMUND, Normanton, Yorks, Jeweller, &c Wakefield Pet Jan 19 Ord Jan 30

LAYCOCK, ARTHUR, Kingsmead rd, Tulse Hill, Surveyor High Court Pet Mar 6, 1914 Ord Jan 27

MORRIS, FRANK, Wellington, Somerset, Farrier Taunton Pet Feb 3 Ord Feb 3

OSTRZECHA, CARL, New Broad st High Court Pet Dec 11 Ord Feb 2

PERKINS, W G, Northumberland av High Court Pet Nov 12 Ord Feb 3

ROBERTS, JOHN THOMAS, Manchester, Retail Fruiterer Manchester Pet Dec 31 Ord Feb 1

SCLATER, WILLIAM HENRY, Exeter, Fruit Salesman Exeter Pet Feb 2 Ord Feb 2

SHELTON, CHARLES HENRY, Ruddington, Notts, Wheelwright Nottingham Pet Feb 3 Ord Feb 3

SMITH, BRADLEY PASS, Bowdon, Chester, Plumber Manchester Pet Feb 2 Ord Feb 2

STRAKER, ROBERT, New Delaval, Northumberland, Grocer Newcastle upon Tyne Pet Feb 2 Ord Feb 2

SULLEY, EDWARD HARRISON, Sneinton, Nottingham, Seed and Bulb Merchant Nottingham Pet Feb 2 Ord Feb 2

TATTERSALL, JAMES WILLIAM, and TOM WHITAKER TATTERSALL, Kimberley rd, Willesden ln, Electrical Engineers High Court Pet Feb 1 Ord Feb 1

TAX, BETHOLD, Berners st, Manufacturing Stationers High Court Pet Dec 8 Ord Feb 2

WEEMAN, WILLIAM JAMES, Friday st, Furrier, High Court Pet Dec 21 Ord Feb 1

*London Gazette*—TUESDAY, Feb. 9.

RECEIVING ORDERS.

BANNISTER, JAMES, Royston, nr Barnsley, Baker Barnsley Pet Feb 4 Ord Feb 4

BAUMBER, EDWARD HENRY, Skirbeck, Lincs, Corn Agent Boston Pet Feb 6 Ord Feb 6

BRAZEL, WILLIAM DAVID, Treboeth, nr Swansea, Grocer Swansea Pet Feb 4 Ord Feb 4

CONEYBEER, WM. HENRY, Plymouth, Baker Plymouth Pet Feb 4 Ord Feb 4

EMMETT, WILLIAM THOMAS, Leeds Leeds Pet Feb 3 Ord Feb 3

FERNLEY, JOHN HETHERINGTON, Ashtead, Surrey, Solicitor Croydon Pet Aug 13 Ord Nov 17

GOLDBERG, B, Hatton gdn High Court Pet Jan 12 Ord Feb 5

GRAVES, WILLIAM, Newport, Mon, Dairyman Newport, Mon Pet Feb 4 Ord Feb 4

INGE, HARRY, Ash, Kent, Farmer Canterbury Pet Feb 2 Ord Feb 2

JONES, GRACE ELLEN, Llanfairfechan, Carnarvon Bangor Pet Feb 6 Ord Feb 6

KEEVIL, DONALD FRANK, and ARTHUR GORDON KEEVIL, Bristol, Manufacturing Chemists Bristol Pet Feb 5 Ord Feb 5

KENNARD, ERNEST C. H., Walton on Thames, Surrey High Court Pet Aug 20 Ord Feb 3

KIRK, CHARLES, Gainsborough, General Dealer Lincoln Pet Feb 5 Ord Feb 5

LEWIS, WILLIAM JOHN, Ramsgate, Licensed Victualler, Canterbury Pet Feb 2 Ord Feb 3

LIPSON, HAROLD, Liverpool, Money Lender Liverpool Pet Jan 5 Ord Feb 2

NEWMAN, WOOLF, Sheffield, Financier Sheffield Pet Feb 3 Ord Feb 3

PRYKE, MARY, Braintree, Essex Chelmsford Pet Feb 6 Ord Feb 6

UPHILL, ALBERT, Wokingham, Carter and Contractor Reading Pet Jan 21 Ord Feb 6

WOODBURN, WILLIAM, Market Drayton, Salop, Corn Factor Nantwich Pet Feb 4 Ord Feb 4

WRIGHT, FRANK COLEMAN, Gainsborough, Artificial Tooth Maker Lincoln Pet Feb 5 Ord Feb 5

FIRST MEETINGS.

BORRODELL, CHARLES CARTER, Southend on Sea, Corn Merchant Feb 19 at 12 14, Bedford row

CLEMENT, JOHN HENRY, Maidstone, Butcher Feb 19 at 11 9, King st, Maidstone

CONEYBEER, WILLIAM HENRY, Plymouth, Baker Feb 18 at 3.15 7, Buckland ter, Plymouth

DARRALL, JOHN OSWALD BAILEY, Coventry, Confectioner Feb 22 at 11 Off Rec, 8, High st, Coventry

EMMETT, WILLIAM THOMAS, Leeds Feb 17 at 11 Off Rec, 24, Bond st, Leeds

FERNLEY, JOHN HETHERINGTON, Ashtead, Surrey, Solicitor Feb 17 at 12 132, York rd, Westminster Bridge rd

FRANK, GEORGE FREDERICK, Great Driffield, Yorks, Brick Manufacturer Feb 17 at 3.30 Off Rec, York City Bank chmbrs, Lowgate, Hull

GOLDBERG, B, Hatton gdn Feb 17 at 12 Bankruptcy bldgs, Carey st

HAWTHORN, FREDERICK, Levenshulme, Manchester, Smallware Manufacturer's Agent Feb 17 at 3.30 Off Rec, Byrom st, Manchester

INGE, HARRY, Ash, Kent, Farmer Feb 16 at 10.30 Off Rec, 68A, Castle st, Canterbury



JOHNSON, ALBERT, Burslem, Cycle Maker Feb 16 at 11.30 Off Rec, King st, Newcastle, Staffordshire

KENNARD, ERNEST, C H, Walton on Thames, Surrey Feb 17 at 11 Bankruptcy bldgs, Carey st

MATTERSON, ROBERT ERNEST, Chertsey, Surrey, Butcher Feb 17 at 11.30 132, York rd, Westminster Bridge rd

MORRIS, FRANK, Wellington, Somerset, Farrier Feb 17 at 2.15 3, Hamm st, Taunton

PRENTIS, FRANK HERBERT, Seven Kings, Essex, Engineer Feb 17 at 11 14, Bedford row

SCLATER, WILLIAM HENRY, Exeter, Fruit Salesman Feb 22 at 3 Off Rec, 9, Bedford circus, Exeter

SHELTON, CHARLES HENRY, Ruddington, Notts, Wheelwright Feb 18 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

SMITH, BRADLEY PASS, Bowden, Cheshire, Plumber Feb 17 at 3 Off Rec, Byrom st, Manchester

STANLEY, JOHN WILLIAM, Quadring, Lincoln, Innkeeper Feb 16 at 1 The White Bart Hotel, Spalding

STRAKER, ROBERT, New Delaval, Northumberland, Grocer Feb 19 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne

WHITE GEORGE HENRY, Easton, Bristol, Cabinet Maker Feb 17 at 11.30 Off Rec, 26, Baldwin st, Bristol

WILKINSON, JOSEPH HENRY, (deceased), Barrow in Furness, Auctioneer Feb 17 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness

WOODBURN, WILLIAM, Market Drayton, Salop, Corn Factor Feb 18 at 11.15 Royal Hotel, Crewe

ADJUDICATIONS.

BANNISTER, JAMES, Royston, nr Barnsley, Baker Barnsley Pet Feb 4 Ord Feb 4

BAUMBER, EDWARD HENRY, Skirbeck, Lincs, Corn Agent Boston Pet Feb 6 Ord Feb 6

BRAZEL, WILLIAM DAVID, Treboeth, nr Swansea, Grocer, Swansea Pet Feb 4 Ord Feb 4

BUDD, ALBERT HERBERT, Middlesbrough, Grocer Middlesbrough Pet Jan 18 Ord Feb 4

CONEYBEER, WILLIAM HENRY, Plymouth, Baker Plymouth Pet Feb 4 Ord Feb 4

DAVIES, SARAH JANE, Worcester Worcester Pet Jan 29 Ord Feb 2

EMMETT, WILLIAM THOMAS, Leeds Leeds Pet Feb 3 Ord Feb 3

GARNHAM, ALFRED WILLIAM, and JAMES THOMAS GARNHAM, St Andrew's rd, Walthamstow, Boot Manufacturers High Court Pet Dec 19 Ord Feb 5

GRAVES, WILLIAM, Newport, Mon, Dairyman Newport, Mon Pet Feb 4 Ord Feb 4

HARRIS, FRANK, King st, Covent Garden, Publisher High Court Pet May 13 Ord Feb 5

INGE, HARRY, Ash, Kent, Farmer Canterbury Pet Feb 2 Ord Feb 2

JONES, GRACE ELLEN, Llanfairfechan, Carnarvon Bangor Pet Feb 6 Ord Feb 6

KEEVIL, DONALD FRANK, and ARTHUR GORDON KEEVIL, Bristol, Manufacturing Chemists Bristol Pet Feb 5 Ord Feb 5

KIRK, CHARLES, Gainsborough, General Dealer Lincoln Pet Feb 5 Ord Feb 5

LEWIS, WILLIAM JOHN, Ramsgate, Licensed Victualler, Canterbury Pet Feb 2 Ord Feb 5

LOGAN, JAMES, Salford, Lancs, Builder Salford Pet Dec 14 Ord Feb 6

MATTERSON, ROBERT ERNEST, Chertsey, Surrey, Butcher Kingston, Surrey Pet Feb 3 Ord Feb 6

NEWMAN, WOOLF, Sheffield, Financier Sheffield Pet Feb 3 Ord Feb 3

PRYKE, MARY, Braintree, Essex Chelmsford Pet Feb 6 Ord Feb 6

SENIOR CHARLES HOCKENHULL, Stretford, Lancs, Manufacturer of Coloured Goods Manchester Pet Dec 22 Ord Feb 4

SMITH, ALICE FLORENCE, Oakwood ct, Kensington Hastings Pet Nov 11 Ord Feb 4

SILVA, JOSEPH AUGUSTUS, Cheapside, Commission Agent High Court Pet Dec 7 Ord Feb 4

WHITELEY, ALBERT, Llandudno, Electrical Engineer Bangor Pet Jan 14 Ord Feb 6

WOODBURN, WILLIAM, Market Drayton, Salop, Corn Factor Nantwich Pet Feb 4 Ord Feb 4

WRIGHT, FRANK COLEMAN, Gainsborough, Artificial Teeth Maker, Lincoln Pet Feb 5 Ord Feb 5

ORDER ANNULLING, REVOKING, OR RESCINDING ORDER.

ROYE, CHARLES LOCKWOOD, Bakewell, Derby, Farmer Derby Rec Ord Nov 5, 1914 Annul or Resc Feb 5